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Federal Express

November 18, 1993

**Allied-Signal Inc.  
Law Department**  
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SFUND RECORDS-CTR  
2166-06143

Claire Trombadore  
South Coast Groundwater Section (H-6-4)  
United States Environmental Protection Agency  
75 Hawthorne Street  
San Francisco, CA 94105

RE: Request for Information - EM Sector Holdings, Inc.  
700 South Flower Street, Burbank, California  
File No.: 109.0897

Dear Ms. Trombadore:

This response is submitted in reply to the subject Request for Information, dated July 27, 1993, directed to Mr. Alan A. Belzer of EM Sector Holdings Inc. EM Sector Holdings Inc. is a non-operating wholly-owned subsidiary of AlliedSignal Inc. Accordingly, AlliedSignal is providing this response based on information in AlliedSignal's and EM Sector Holdings' possession. Your office has provided us with extensions of time to respond to this request.

As indicated in the attached response, the facility located at 700 South Flower Street in Burbank, California was the Water Services Division of UOP Inc. UOP Inc., a predecessor of EM Sector Holdings Inc. sold the facility to Clow Corporation in 1983. All records relating to the conduct of the operations of that facility are believed to have been transferred to Clow at the time of the sale. Additional information may therefore be able to be obtained by your office from either Clow Corporation or the current owner of the facility, which is believed to be NET Pacific.

This response is made without prejudice to any legal rights that AlliedSignal or EM Sector Holdings have in this matter. If you have any questions, please contact me at 310-512-1861.

Sincerely,

A handwritten signature in cursive script that reads 'Kenneth J. Berke'.

Kenneth J. Berke  
Senior Attorney

Enclosures

cc: W. F. Blank, P. J. Cissik

ALLIEDSIGNAL'S RESPONSE TO USEPA'S REQUEST FOR  
INFORMATION REGARDING UOP'S FORMER WATER SERVICES DIVISION  
FACILITY AT 700 FLOWER STREET, BURBANK, CA.

NOTE: AlliedSignal Inc. is responding for EM Sector Holdings Inc., formerly known as UOP Inc. AlliedSignal was formed in 1985 through the merger of Allied Corporation with The Signal Companies Inc. ("Signal"). UOP Inc., which until 1975 was known as Universal Oil Products Company, became a wholly-owned subsidiary of Signal in 1978. In 1985, after the merger of Allied Corporation and Signal, UOP Inc. became a wholly-owned subsidiary of AlliedSignal. In 1988, UOP Inc. changed its name to EM Sector Holdings Inc.

1. Neither AlliedSignal nor EM Sector Holdings Inc. has information indicating the facility's EPA RCRA identification number, if any. UOP sold its former Water Services Division, located at 700 South Flower Street, Burbank, California, to Clow Corporation pursuant to an Asset Purchase Agreement, dated August 26, 1983. The Asset Purchase Agreement and relevant exhibits are attached as Appendix 1. All records relating to the conduct of the business were transferred to Clow Corporation at the time of the sale. Additional information may be in the possession of either Clow Corporation or the current owner of the facility, which is believed to be NET Pacific.

2. Neither AlliedSignal nor EM Sector Holdings has knowledge of the current business operations and activities at the facility. See the NOTE and Response to Question 1.

3. See response to Question 1. AlliedSignal has no other information concerning the current owner of the facility.

4. To AlliedSignal's and EM Sector Holdings knowledge the prior owners of the facility were: Clow Corporation, UOP Inc. and Erhlen Products Company.

a. Clow Corporation purchased the facility from UOP Inc. in 1983. AlliedSignal and EM Sector Holdings believe the facility was subsequently sold to NET Pacific but have no other information regarding post-1983 transactions. See response to Question 1.

UOP Inc. owned the facility from 1966 through 1983. In 1966, UOP's predecessor Universal Oil Products Company, through a stock purchase agreement, acquired the facility from Erhlen Products Company. (The Stock Purchase Agreement and relevant exhibits are attached as Appendix 2.) Neither AlliedSignal nor EM Sector Holdings have knowledge of prior owners, if any, of the facility.

b. Neither AlliedSignal nor EM Sector Holdings have knowledge of any hazardous materials released or threatened to be released at any time at the facility.

5. a. To AlliedSignal's and EM Sector Holdings' knowledge all of the owners identified in the responses to Questions 3 and 4 conduct or have conducted operations at the facility during the time periods identified above.

b. UOP, through its Water Services Division, produced and sold water treatment products for the chemical, construction, industrial maintenance, petroleum and utility industries. The Burbank facility was the only facility operated by the Water Services Division. It is believed that the other owners conducted similar activities at the facility.

c. See response to Question 4b.

6. a-e Information relating to the surface structures and substructures at the facility is shown on two maps of the facility, one prepared in 1972, the other prepared in 1975. (The maps are attached as Appendix 3.) Exhibit 1, Parts A and B of Asset Purchase Agreement (See Appendix 1) describes the buildings and machinery and equipment, including tanks and pumps, at the facility at the time Clow Corporation purchased it in 1983. Neither AlliedSignal nor EM Sector Holdings has any additional information concerning the surface structures or substructures.

7. Neither AlliedSignal nor EM Sector Holdings has any such technical or analytical information.

8. No.

9. Neither AlliedSignal nor EM Sector Holdings has knowledge that any hazardous substances were disposed of on, in, or at the facility at any time.

10. See Response to Question 9.

11.(a-h) See Appendix 1 (in particular, Exhibit 1, Part F and Part G) and Appendix 3. Neither AlliedSignal nor EM Sector Holdings has any additional information that would be responsive to this question.

12. (a-i) Neither AlliedSignal nor EM Sector Holdings has knowledge of any leaks, spills, releases or any threat of releases at the facility.

13. (a-f) Not applicable

14. Neither AlliedSignal nor EM Sector Holdings has any information which would be responsive to this question

15. See response to Question 14.



16. AlliedSignal and EM Sector Holdings object to this request on the basis that such information is irrelevant to this inquiry and therefore beyond the information-gathering authority of the Agency as prescribed by Section 104(e) of CERCLA. Notwithstanding that objection see the information provided in the "NOTE" at the beginning of this response.

17. AlliedSignal and EM Sector Holdings object to this request on the basis that such information is irrelevant to this inquiry and therefore beyond the information-gathering authority of the Agency as prescribed by Section 104(e) of CERCLA. Notwithstanding that objection, attached as Appendix 4 is the Certificate amending the Certificate of Incorporation of UOP Inc. to change its name to EM Sector Holdings Inc. EM Sector Holdings Inc. is not an operating company and therefore has no By-laws. The Articles of Incorporation and Bylaws of UOP Inc. are included as Exhibits 2 and 3 of Appendix 1. The Articles of Incorporation and Bylaws of Clow Corporation are included as Exhibits 39 and 40 of Appendix 1. The Articles of Incorporation and Bylaws of the Erlen Products Company are included at pages 83-108 of Appendix 2.

18. Neither AlliedSignal nor EM Sector Holdings have information indicating the facility's Standard Industrial Code.

19. Exhibit 3.8 of the Asset Purchase Agreement (Appendix 1) indicates that the South Coast Air Quality Management District may have issued permit(s) to the facility. Neither AlliedSignal nor EM Sector Holdings, Inc. has any other information that would be responsive to this request.

20. (a.-d) EM Sector Holdings Inc. is not an operating company. Neither AlliedSignal nor EM Sector Holdings has any information indicating that the Water Services Division owned or operated any other facilities in the San Fernando Valley.

## **APPENDIX 1**

SALE OF WATER SERVICES DIVISION

September 30, 1983

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## **CLOSING MEMORANDUM**

### **PURCHASE OF ASSETS of WATER SYSTEMS DIVISION of UOP INC. By CLOW CORPORATION SEPTEMBER 30 , 1983**

Pursuant to the Asset Purchase Agreement dated August 26, 1983 (the "Agreement") between UOP Inc., a Delaware corporation ("Seller") and Clow Corporation, a Delaware corporation ("Purchaser"), the closing for the above-referenced transaction is scheduled to be held on September 30, 1983, at the offices of UOP, Inc., Des Plaines, Illinois. Except as otherwise provided herein, all capitalized terms used in this Memorandum have the same meaning as in the Agreement.

#### **MATTERS COMPLETED PRIOR TO CLOSING**

##### **1. Corporate Proceedings.**

(a) Purchaser's and Seller's boards of directors or executive committee, as the case may be, duly approved the terms of the Agreement, and ratified the execution and delivery thereof by their officers and authorized such officers to execute and deliver all documents and take all other actions necessary or appropriate to perform said Agreement and consummate the transactions contemplated thereby.

(b) Seller and Purchaser have obtained certificates of good standing from the States of Delaware and California issued within 30 days of the Closing Date.

##### **2. Third Party Approvals.**

(a) The Authorities described in Exhibit 3.8 to the Agreement and the Industry Approvals described by Exhibit 3.15 were issued or transferred to Purchaser or confirmed for Purchaser's proposed ownership and operation of the Assets, to Purchaser's satisfaction.

(b) The procedures necessary for assignment or sublease to Purchaser of the Contracts described in Exhibit 3.12 were commenced.

**3. Inspection and Inventory.**

- (a) Purchaser's representatives have inspected the Assets.
- (b) Representatives of Seller and Purchaser performed an inventory as required by paragraph 1.3.1.1 to the Agreement and determined the amount of the adjustment to the Purchase Price therefore.

**4. Adjustments.**

Purchaser and Seller determined the amount of any adjustments to the Purchase Price pursuant to paragraph 1.3 of the Agreement.

**MATTERS COMPLETED AT CLOSING**

All transactions at the Closing will be deemed to have taken place simultaneously and no transaction will be deemed to have been completed, and no documents deemed to have been delivered, unless and until all transactions are complete and all documents delivered. Except as otherwise indicated, all documents listed below are to be originally executed and dated as of the Closing Date.

**1. Documents Delivered to Purchaser by Seller.**

- (a) Certified copies of the certificate of incorporation and bylaws of Seller.
- (b) Certified copy of resolutions of Seller's board of directors or executive committee approving the Agreement and the transactions contemplated thereby.
- (c) Incumbency certificate with respect to officers executing closing documents on behalf of Seller.
- (d) Certificate of Seller's authorized officer called for by paragraph 6.6 of the Agreement.
- (e) Deeds, bills of sale, assignments or other instruments of transfer with respect to the Assets.
- (f) Opinion of Seller's counsel, in substantially the form of Exhibit 6.6 to the Agreement, with certificates relied upon attached.
- (g) Letter agreements concerning matters to be completed after Closing, waivers, etc

2. Documents Delivered to Seller by Purchaser.

- (a) Certified copies of Purchaser's certificate of incorporation and bylaws.
- (b) Certified copy of resolutions of Purchaser's board of directors approving the Agreement and the transactions contemplated thereby.
- (c) Incumbency certificate with respect to officers executing closing documents on behalf of Purchaser.
- (d) Certificate of Purchaser's authorized officer called for by paragraph 7.2 of the Agreement.
- (e) Certified or cashier's check in the amount of the Purchase Price.
- (f) Opinion of Purchaser's counsel in substantially the form of Exhibit 7.3 to the Agreement, with certificates relied upon attached.
- (g) Letter agreement concerning matters to be completed after Closing, waivers, etc.

**POST-CLOSING MATTER**

- 1. Purchaser will take possession of all Assets.
- 2. Seller and Purchaser will pay any sales or use taxes which may be assessed against them as a result of the transactions consummated at the Closing; and make and file any returns or reports with respect thereto.
- 3. Post-Closing adjustments to Purchase Price, if any.
- 4. Cooperation per Paragraph 5.3
- 5. Completion of transfer or sublease of Exhibit 3.12 Leases.
- 6. Purchaser will record the deeds and such other documents as may be necessary.
- 7. Any matters provided for by letter agreement/waiver delivered at Closing will be completed.

**ASSET PURCHASE AGREEMENT**

between

**UOP INC.,**

**SELLER,**

and

**CLOW CORPORATION,**

**PURCHASER**

Dated: August 26 1983



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\* These summary descriptions of the contents of the Exhibits are for convenience and reference only and should not be relied upon as fully descriptive of the information contained therein.

## ASSET PURCHASE AGREEMENT

This AGREEMENT, made and entered this 26 day of August, 1983, by and between UOP, Inc., a Delaware corporation, with its principal office at Ten UOP Plaza, Algonquin & Mt. Prospect Roads, Des Plaines, Illinois 60016 ("Seller"), and CLOW CORPORATION, a Delaware corporation, with its principal office at 1211 West 22nd Street, Oak Brook, Illinois 60521 ("Purchaser").

### WITNESSETH:

WHEREAS, Seller is the owner and operator of a facility in Burbank, California, known as the Water Services Division (the "Division"); and

WHEREAS, Seller desires to sell, convey and transfer and Purchaser desires to buy and accept delivery of certain assets of the Division.

NOW, THEREFORE, in consideration of their mutual agreements contained, the parties represent, warrant and agree, upon the conditions herein contained, as follows:

#### 1. Purchase and Sale of Assets.

1.1 The Assets. The assets to be sold by Seller under this Agreement shall include all of Seller's interest, by way of ownership, leasehold interest, license or otherwise, in the Division facility, in addition to and not by way of limitation, all of the following except as the same may be expressly excluded in Exhibit 1, Part H (collectively the "Assets"):

1.1.1 The land and buildings located in the City of Burbank, County of Los Angeles, State of California, and as more particularly described in Exhibit 1, Part A (the "Premises").

1.1.2 The machinery and equipment, furniture and office equipment, test equipment, automobiles, trucks and other

mobile equipment and jigs, dies and patterns, and as more particularly described in Exhibit 1, Part B (the "Equipment").

1.1.3           The patents and trademarks (U.S. and worldwide), process sheets, specifications and engineering drawings, formulae, trade secrets, know how, inventions and discoveries, and any other intangibles that may be or were required to operate the Division facility or manufacture the products of the Division, and as specifically described in Exhibit 1, Part C (the "Intangibles").

1.1.4           The equipment on loan to customers of Seller's Division as of the Closing Date, and as specifically described in Exhibit 1, Part D (the "Loan Equipment").

1.1.5           Those leases, customers contracts and other contract rights of Seller, to the extent they pertain to operation of the Division facility (the "Contracts") and as described in Exhibit 1, Part E, and which Purchaser, in its sole discretion, elects to assume the obligation of Seller thereunder. Seller shall provide Purchaser with copies of all the Contracts for review no less than thirty (30) days prior to the Closing.

1.1.6           The factory, manufacturing and office supplies on hand as of the Closing Date (the "Supplies").

1.1.7           The raw material, work in process and finished goods inventory as the same shall exist on the Closing Date and as described in Exhibit 1, Part F (the "Inventory").

1.1.8           Such other miscellaneous equipment tangible or intangible assets used by Seller in the operation of the Division facility not described above and as described in Exhibit 1, Part G (the "Miscellaneous Assets").

1.1.9           The Assets shall specifically exclude the accounts receivable of Seller's Division.

1.2 **Purchase Price.** The consideration for the Assets to be sold hereunder shall be One Million, Five Hundred Thousand and No One-Hundredths Dollars (\$1,500,000.00), plus or minus, as the case may be, the amount of any net adjustment as described in paragraph 1.3 (the "Purchase Price"), and Purchaser shall assume the obligations of Seller under the Contracts as set forth in paragraph 1.1.5. Purchaser shall pay the Purchase Price to Seller on the Closing Date, by certified or cashier's check or by wire transfer to an account specified by Seller

1.3. **Adjustment to Purchase Price.** The Purchase Price shall be adjusted at the Closing as follows:

1.3.1 The Purchase Price shall be increased by, and Seller shall receive credit for:

1.3.1.1 the amount of the Inventory on hand on the Closing Date valued at the lower of cost or market, determined by taking an inventory within thirty (30) days prior to Closing and adjusted to Closing for increases and decreases.

1.3.1.2 the amount, if any, of all property taxes and other ad valorem charges imposed upon the use or ownership of the Premises, or any part thereof, for periods after the Closing Date which, on the Closing Date, have been paid by Seller;

1.3.1.3 the amount, if any, of any rental or other payments under any lease or other contracts described in paragraph 1.1.5, with respect to periods after the Closing Date which, on the Closing Date, have been paid by Seller.

1.3.2 The Purchase Price shall be decreased by, and Purchaser shall receive credit for:

1.3.2.1 the amount, if any, of all property taxes and other ad valorem charges imposed upon the use or ownership of the Premises, or any part thereof, for periods through the Closing Date which, on the Closing Date, have not been paid by Seller; and

1.3.2.2 the amount, if any, of any rental or other payments under any lease or other contract described in paragraph 1.1.5, with respect to periods through the Closing Date which, on the Closing Date, have not been paid by Seller.

1.3.2.3 the amount reserved, to be reserved or held back by Seller for bonuses earned and to be paid to salesman of Seller under a certain salesmen incentive bonus plan of Seller's Division, through the Closing Date.

1.4 Allocation of Purchase Price. The Purchase Price paid by Purchaser to Seller hereunder shall be allocated as follows:

1.4.1 For the Assets excluding Inventory, the sum of One Million Three Hundred Thousand and No One-Hundredths Dollars (\$1,300,000.00);

1.4.2 For the Covenant Not To Compete (as defined in paragraph 5.9), the sum of Two Hundred Thousand and No One-Hundredths Dollars (\$200,000.00); and

1.4.3 For the Inventory, the amount computed in accordance with paragraph 1.3.1.1.

2. Closing - Closing Date. The consummation of the transactions relating to the purchase and sale hereunder (the "Closing") shall occur, subject to the conditions contained in Section 6 and 7, on September 15, 1983, at 10:00 a.m., (the "Closing Date"), at the offices of UOP, Inc., Ten UOP Plaza,



Algonquin and Mt. Prospect Roads, Des Plaines, IL, or at such other date and time or place as the parties may agree upon in writing.

**3. Representations and Warranties of Seller.** Seller makes the following representations and warranties to Purchaser:

**3.1 Ownership of the Assets, Title and Authority to Sell, Assign and Transfer.** Seller holds marketable title to all of the Assets, except the leased assets, free and clear of all liens, encumbrances, security interests, mortgages, deeds or trust, pledges and rights in any party, except those described in Exhibit 3.1 (the "Permitted Liens"). All of the leases and contracts described in Part E of Exhibit 1 are in full force and effect, there have been no defaults asserted under any of those leases or contracts, and Seller is aware of no basis upon which a default might be asserted by any party to any such lease or contract. Copies of each of the leases and contracts described in Exhibit 1, Part E have been furnished by Seller to Purchaser.

Seller shall deliver or cause to be delivered, at its own expense, to Purchaser no less than twenty (20) days prior to the Closing Date, a title commitment for an owner's title insurance policy in the amount of \$950,000.00, showing title to the real estate in the Seller's name.

Delivery to Purchaser at the Closing of deeds, bills of sale, certificates of title or other documents of conveyance or assignment will vest in Purchaser merchantable title to all of the Assets, other than the leased assets, free and clear of any lien, encumbrance, security interest, mortgage, deed of trust, pledge or other right of any party, except for the Permitted Liens.

Execution and delivery to Purchaser by Seller at the Closing of written assignments of the leases of the leased assets shall transfer to Purchaser all of the rights of Seller under each of those leases, with each such lease and the assets leased thereunder being free and clear of any lien, encumbrance, security agreement, mortgage, deed of trust, pledge or other right of any party created by Seller, except the Permitted Liens.

**3.2 Organization.** Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Seller has the corporate power to own the Assets and carry on its business as now being conducted with respect to the Assets. Seller is duly qualified as a foreign corporation and is in good standing in the State of California.

**3.3 Seller's Authority - Due Authorization.** The execution and deliver of this Agreement do not, and the consummation of the transactions contemplated hereby will not, violate any provision of Seller's charter or bylaws, or violate or conflict with any terms of, or result in the acceleration of any obligation of Seller under, or result in a breach of, or constitute an unpermitted assignment or a default under, any mortgage, deed of trust, lien, lease, agreement or instrument to which Seller is a party or by which it or its assets are bound. Seller has the full legal right, power and authority to enter into this Agreement and perform or be subject to each of the agreements and obligations undertaken by it in or pursuant to this Agreement, or documents contemplated hereby, including the sale or assignment of the Assets as contemplated herein, and has obtained all consents, approvals, authorizations, licenses or orders of any court or governmental agency or body or trustee, co-trustee or beneficiary of any trusts or other person, all in the manner contemplated by this Agreement and documents contemplated hereby. Prior to the Closing Date, this Agreement, the performance by Seller of all of its obligations hereunder and the consummation of the transactions contemplated hereunder will have been approved by the board of directors or executive committee of Seller.

**3.4 Capacity to Act.** On the Closing Date, Seller shall not be subject to any order, judgment, decree or any charter or bylaw provision, nor is Seller a party to or bound by any mortgage, deed of trust, lease, agreement or other instrument, which would hinder or prevent the consummation of the transactions contemplated hereunder, and compliance by Seller with the terms, conditions and provisions hereof; and such consummation and compliance will not, and will not with the giving of notice

or passage of time, constitute grounds for a default, violation or termination of, or any other change to, any such order, judgment, decree, provision, mortgage, deed of trust, lease, agreement or other instrument.

**3.5 Accuracy of Deliveries.** All instruments, agreements, lists, schedules, summaries or other documents delivered by Seller to Purchaser on or after the date hereof in connection with the transactions contemplated by this Agreement, and all Exhibits hereto, are or will be, as the case may be, correct and complete in all material respects.

**3.6 Taxes.** Seller has filed all requisite federal, state, local and other governmental income, payroll, excise, sales, use, personal property, real estate and franchise or other tax reports or returns required to be filed and has paid all taxes, interest and penalties due in accordance with said returns. The representations and warranties of Seller contained in this paragraph 3.6 pertain solely to taxes which, if unpaid, could become a lien on the Assets or any portion thereof, or obligations with respect to taxes which, if not paid, returns, if not made, or reports, if not filed, could result in Purchaser, because of its purchase of the Assets, being subjected to liability.

**3.7 Plant and Condition - No Adverse Change.** The production and office facilities on the Premises on the Closing Date, each will be in good working order, and shall be capable of producing at the same capacity as said facility was able to attain immediately prior to the Closing Date. The buildings, fixtures, improvements, machinery and equipment located on the Premises shall be in as good condition, with no material adverse change, on the Closing Date as they were on August 3, 1983, normal wear and tear under the circumstances excepted.

**3.8 Licenses, Permits.** To the best knowledge of Seller, the licenses, permits and other governmental authorizations (including those pertaining to environmental quality or the discharge of substances into the environment) which were required by law or regulation for the productive operations and other activities conducted by Seller on the Premises were

those, and only those, listed on Exhibit 3.8 (the "Authorities"), all of which were issued and in effect and remain in full force and effect on the date hereof, except as otherwise noted in Exhibit 3.8. Copies of each of the Authorities have been furnished to Purchaser. Seller will use all reasonable efforts, in cooperation with Purchaser, to cause any of the Authorities which have terminated or which may be terminated as a result of the transactions hereunder to be issued to, or for the benefit of, Purchaser. Seller's efforts shall be at Seller's expense; provided, however, Purchaser shall pay all application fees, license fees and similar charges.

To the best of Seller's knowledge, the Authorities, as set forth in Exhibit 3.8, are all of the Authorities which Purchaser will need to operate the Premises on the Closing Date to produce the products of the Division.

**3.9 Compliance with Laws, Litigation.** To the best knowledge of Seller, the operation of the Division Premises is in compliance with all applicable laws, regulations, permits, licenses and ordinances (including, without limitation, those pertaining to environmental quality or the discharge of substances into the environment). Except as disclosed in Exhibit 3.9, there are no actions, suits, proceedings or investigations pending or, to the best knowledge of Seller, threatened against or directly affecting (including eminent domain takings) and which relate in any way to Seller's operation of, or right to operate, the Division Premises, its sale of products therefrom or its employment of personnel in connection therewith, nor (except as disclosed in Exhibit 3.9) have any such actions, suits, proceedings or investigations been pending or, to the best knowledge of Seller, been threatened in the 12-month period ending on the Closing Date. To the best of the knowledge of Seller, there is no basis for the commencement of any material action, suit, proceeding or investigation with respect to such matters. Seller is, in all material respects, in compliance with all orders, regulations and decrees of any court, tribunal or governmental entity insofar as they relate to the Division Premises.

**3.10 Employees and Agents.** Exhibit 3.10 describes any

and all oral or written employee collective bargaining agreements, employment agreements, or employees' retirement, profit sharing, stock option, bonus, incentive, stock purchase, life insurance, medical benefit plan or other employee benefit agreements or plans to which Seller is a party, which are in effect and which pertain in any way to the employees of Seller now employed or previously employed at the Division. Each of the said agreements and plans is in full force and effect, and no party thereto is in breach thereof in any material respect. Copies of a written version of each of the said oral agreements and of each of the said written agreements and plans have been furnished by Seller to Purchaser.

Exhibit 3.10 lists all of Seller's employee welfare benefit plans, deferred profit sharing plans, welfare plans, employee pension benefit plans and pension plans as defined by Title I, Act Sect. 3 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), which are in effect and which pertain in any way to employees of Seller now employed or previously employed at the Division. Such plans have in all material respects, been maintained and administered in accordance with their respective terms and provisions and the requirements of applicable law including ERISA. None of such plans has been caused to engage in any "prohibited transaction" within the meaning of Sections 503 and 4975 of the Internal Revenue Code or Section 406 of ERISA, and proper and accurate federal and state returns and reports with respect to such plans have been filed for all years and periods (and portions thereof) for which any such returns or reports were required and due, and any amounts shown thereon to be due and payable have been paid in full.

Purchaser will not assume any of the obligations or liabilities of Seller in the employee benefit and welfare plans as set forth in Exhibit 3.10.

Purchaser will hire those employees of the Division which it, in its sole discretion, deems necessary and appropriate for the continuing operation of Seller at the Premises. Those employees of Seller selected by Purchaser to be hired will be hired the day following the Closing Date at a salary and with benefits consistent with the salaries and benefits of Purchaser's employees. Those persons not to be hired by Purchaser shall be

identified by Purchaser and Seller notified no later than ten (10) days prior to the Closing Date. Seller shall make the employees available to Purchaser so that Purchaser can make a determination of those people that will be hired by Purchaser. Seller shall undertake to terminate all employees of the Division effective on the Closing Date and shall provide for termination benefits to said employees as it deems necessary and appropriate.

Purchaser will not discriminate in the hiring of the former employees of Seller's Division and Purchaser agrees to indemnify and hold Seller harmless for any claims that might arise as a result of Purchaser's hiring practices.

**3.11 Patents, Trademarks, Copyrights, Etc.** Exhibit 3.11 contains a list or, where appropriate, a description, of all material industrial property rights which were used by Seller in connection with its operations at the Division Premises during the last twelve (12) months from the date hereof, including, but not limited to, trade secrets, know-how, inventions, discoveries and United States and foreign patents, patent applications, tradenames, trademarks, trademark registrations, applications for trademark registrations, copyrights and copyright registrations, owned or, where not owned, used by Seller (indicating whether owned or not and any royalties or other fee payable), and also includes a list of all licenses and other agreement (copies of which have been delivered to Purchaser) to which Seller is a party (as licensor or licensee) or by which Seller is bound relating to any of the foregoing.

Except as described in Exhibit 3.11, Seller is the sole and exclusive owner of all property and rights listed or described in Exhibit 3.11, and all designs, permits, labels, packages and displays used on or in connection therewith, and, to the best of Seller's knowledge, there is no existing basis for a material claim against Seller that any of its operations, activities, products or publications at the Division Premises or in connection with any activities or products of the type conducted or manufactured by Seller at such facility infringes the patents, trademarks, tradenames, copyrights or other property rights of others, or that Seller is wrongfully using the trade secrets or any property rights of others.

**3.12 Leases.** Except for the leases described in Exhibit 3.12 (copies of which have heretofore been delivered by Seller to Purchaser), Seller, in connection with its current ownership and its operations at the Division Premises, does not hold or use, or has not held or used, under lease any real or personal property. Each of such leases is in full force and effect; all rents and additional rents due on each such lease have been paid; in each case the lessee has been in peaceable possession since the commencement of its possession under such lease and is not in default in any material respect thereunder; no current waiver, indulgence or postponement of the lessee's obligations thereunder has been granted by any lessor; and there exists no event, occurrence, condition or act which, with the giving of notice, the passage of time or the happening of any further event or condition would become a material default under any such lease. To the best knowledge of Seller, neither lessee nor lessor has violated any of the terms or conditions under any such lease and all of the covenants to be performed by the lessee or lessor under each such lease have been performed in all material respects. Except for routine repairs, all of the leased properties described in Exhibit 3.12, and all improvements incorporated in the leased properties, are in good condition and repair and are suitable for the purposes used. To the best knowledge of Seller, Seller's use of all leased properties leased under the said leases are in conformity in all respects with all applicable laws, rules and regulations (and the uses do not constitute nonconforming uses), all applicable zoning, building, fire, boiler, pollution control, federal occupational safety and health act, and health ordinances, rules and regulations, and all building codes and private covenants and restrictions.

**3.13 Insurance.** Exhibit 3.13 is a list of all policies of insurance pertaining to any of the Assets or activities conducted at the Division Premises of which Seller is the owner, insured or beneficiary indicating for each policy the risks insured, amounts of coverage, premium rate, cash value, if any, and expiration date. All such policies and coverages are in full force and effect and have been since the respective dates set forth in Exhibit 3.13. Seller has received no notice that any such policies will be cancelled or will not be renewable on substantially similar terms nor, to the best of Seller's knowledge, has any event occurred which would be the basis for such notice. None of the insurance contracts described in Exhibit 3.13 are to be assigned by Seller to Purchaser.

**3.14 Operation of Business.** Except as set forth in Exhibit 3.14, since August 3, 1983 Seller has not:

3.14.1 made or promised to make any general increase in salaries or commissions of any employees, agents or independent contractors;

3.14.2 hired or engaged any new employees, agents or independent contractors;

3.14.3 increased the compensation of any employees, agents or independent contractors compensated at a rate of \$3,000 or more per year; and

3.14.4 purchased or agreed to purchase any capital equipment at purchase prices exceeding in the aggregate \$5,000, or disposed of, or agreed to dispose of, any real estate or capital equipment at sales prices exceeding in the aggregate \$5,000.

**3.15 Industry Approvals, Etc.** Exhibit 3.15 contains a complete listing of all approvals which were in effect for the products produced at the Division Premises.

**3.16 No Adverse Change.** Since August 3, 1983, the Assets have not been materially adversely affected in any way as a result of any fire, explosion, accident, casualty, labor trouble, flood, drought, riot, storm, condemnation or act of God or public force or otherwise (regardless of insurance coverage).

**4. Representations and Warranties of Purchaser.** Purchaser makes the following representations and warranties to Seller:



**4.1 Organization.** Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Purchaser is duly qualified as a foreign corporation and is in good standing in the State of California.

**4.2 Purchaser's Authority-Due Authorization.** The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of Purchaser's articles of incorporation or bylaws, or violate or conflict with any terms of, or result in the acceleration of any obligation of Purchaser under, or result in a breach of, or constitute an unpermitted assignment or a default under, any mortgage, deed of trust, lien, lease, agreement or instrument to which Purchaser is a party or by which it or its assets are bound. Purchaser has the full legal right, power and authority to enter into this Agreement and perform or be subject to each of the agreements and obligations undertaken by it in or pursuant to this Agreement, or documents contemplated hereby, including the purchase of the Assets as contemplated herein, and has obtained all consents, approvals, authorizations, licenses or orders of any court or governmental agency or body or trustee, co-trustee or beneficiary of any trusts or other person, all in the manner contemplated by this Agreement and documents contemplated hereby. Prior to the Closing Date, this Agreement, the performance by Purchaser of all of its obligations hereunder and the consummation of the transactions contemplated hereunder will have been approved by the board of directors of Purchaser.

**4.3 Capacity to Act.** Purchaser is not subject to any order, judgment, decree or any charter or bylaw provision, nor is Purchaser a party to or bound by any mortgage, deed of trust, lease, agreement or other instrument, which would hinder or prevent the consummation of the transactions contemplated hereunder, and compliance by Purchaser with the terms, conditions and provisions hereof; and such consummation and compliance will not, and will not with the giving of notice or passage of time, constitute grounds for default, violation or termination of, or any other change to, any such order, judgment, decree, provision, mortgage, deed of trust, lease, agreement or other instrument.

**5. Additional Undertakings.**

**5.1 Further Instruments.** Each party to this Agreement, after the Closing Date, shall execute and deliver or cause to be executed and delivered such additional instruments as the other party may reasonably request for the purpose of carrying out this Agreement.

**5.2 No Broker.** Each party to this Agreement represents and warrants to the other party that it has engaged no finder or broker in connection with this transaction.

**5.3 Cooperation after Closing.** Without reducing Seller's obligations under Section 9, Seller shall use all reasonable efforts to have its officers and employees and other persons familiar with the Assets cooperate with Purchaser on and after the Closing in furnishing information, evidence, testimony and other assistance in connection with any actions, proceedings, arrangements or disputes of any nature with respect to matters pertaining to the Assets during all periods prior to such Closing.

**5.4 No Liabilities Assumed.** Purchaser is acquiring all of the Assets free and clear of all liabilities of Seller and is assuming no obligations of Seller, except the Permitted Liens described in Exhibit 3.2, and the obligations of the leases and contracts described in Part E of Exhibit 1, which are to be assumed by Purchaser in consideration of Seller's assigning them to Purchaser.

**5.5 Transfer of Industry Approvals.** Seller agrees to use all reasonable efforts, in cooperation with Purchaser, to cause the approvals listed on Exhibit 3.15 to be available on the Closing Date for the products to be produced by Purchaser at the Division Premises.

**5.6 Inspection.** Seller shall permit Purchaser's representatives to make such inspections of the Division Premises as

Purchaser may reasonably request by notice to Seller not more than thirty (30) or less than ten (10) days prior to the Closing Date.

**5.7 Sales or Use Taxes.** The parties hereto each agree to pay any sales or use taxes, if any, which may be imposed or assessed against them as a result of the transactions contemplated by this Agreement, and to make and file all returns or reports with respect thereto, as may be required by applicable law or regulation, and agree to indemnify and hold the other party harmless therefrom.

**5.8 Damage, Destruction or Condemnation of the Assets.** In the event the Assets are (i) destroyed by fire or other casualty or (ii) subject to taking by the power of eminent domain by any governmental authority or body, in whole or in part, the Seller shall cause all insurance proceeds (coverage to maintained by Seller on a repair or replacement basis) or all condemnations awards, as the case may be, to be paid to Purchaser. At such time as the said insurance proceeds or condemnation award is paid to Purchaser, Seller's obligation to Purchaser for delivery of the destroyed assets shall cease except as may be required to transfer marketable title to Purchaser.

Purchaser obligation to pay to Seller the total Purchase Price at Closing as set forth in paragraph 1.2 shall be deferred in an amount which approximates the insurance proceeds or condemnation award to be paid to Purchaser until such time as the proceeds or award are paid to Purchaser.

**5.9 Covenant Not to Compete.** For a period of five (5) years from the Closing Date, Seller shall not, directly or indirectly, either as a principal, partner, agent, stockholder or in any other capacity, manufacture, produce, sell or market in the United States of America the products manufactured, produced or sold by Seller at the Division Premises, or such other similar products. This covenant shall be included in the bill of sale to be delivered by Seller to Purchaser at Closing.

**5.10 Bulk Sales Law.** Purchaser agrees to waive Seller's compliance with any applicable bulk sales law and Seller agrees to indemnify, defend and hold Purchaser harmless for any claims, expenses, losses or damages (including actual attorney fees) that may be incurred or suffered by Purchaser as a result of Seller not complying with any such bulk sales law.

**5.11 Conduct of Business.** From the date hereof until the Closing Date, Seller may conduct the business of the Division and Seller shall use all reasonable efforts to conduct said business in such a manner so as to maintain the good name and reputation of the business and to retain the customers of the Division. Seller shall operate the Division Assets in the ordinary course and to maintain same in good working order until the Closing, reasonable wear and tear excepted. Seller shall not dispose of any of the Assets except in the ordinary course.

**5.12 Termination.** This Agreement and the transactions contemplated herein may be terminated upon the occurrence of one of the following:

**5.12.1** by mutual written consent of the parties.

**5.12.2** by either party if the Closing shall not have occurred by September 30, 1983, or on such other date as may be set by mutual agreement of the parties.

Notwithstanding anything contained in this paragraph to the contrary, should either party refuse to close on or before the date set forth in paragraph 5.12.2, and all the conditions required to be met under Section 6 and Section 7, as the case may be, have been met; the other party shall have the right, in addition to any other remedy available under this Agreement or in law or equity, to specific performance of the sale or purchase of the Assets.

**5.13 Exhibits.** The parties agree that this Agreement may be executed absent the completion and attachment of all of the exhibits

required hereunder, and that such exhibits not appended hereto as of the date hereof shall be attached on or before the Closing Date.

**5.14 Salesman Incentive Bonus Plan.** Purchaser agrees to continue to maintain, for those persons hired by Purchaser, and assume and pay such bonuses or other compensation as may be required thereunder, for the calendar year 1983 only, a certain Division salesman incentive bonus plan maintained by Seller as described in Exhibit 5.14. Seller agrees to credit the Purchase Price to be paid by Purchaser under paragraph 1.2 for any bonus or other compensation accrued, reserved, or held back by Seller and earned under said plan.

**6. Conditions to Purchaser's Obligation to Close.** The obligations of Purchaser to close hereunder shall be subject to the fulfillment on or prior to the Closing of each of the following conditions:

**6.1 Transfer of Assets.** Seller shall have executed and delivered to Purchaser the deeds, bills of sale, assignments and other documents of conveyance which are necessary, or which Purchaser may reasonably request, to transfer the Assets to Purchaser as contemplated by this Agreement; provided, however, that the transfer to Purchaser of the leases described in Exhibit 3.12 need not have been completed by the Closing Date.

**6.2 Necessary Approvals.** All approvals of any persons or governmental or private entities to any of the transactions contemplated herein shall be delivered to Purchaser in form and substance satisfactory to Purchaser and its counsel.

**6.3 General.** All instruments and legal and other proceedings in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in form and substance to Purchaser and its counsel, and Purchaser and its counsel shall have received copies of all documents, including records of corporate proceedings and certificates, which Purchaser

or its counsel may have reasonably requested in connection therewith, such documents, where appropriate, to be certified by proper corporate or governmental authorities.

**6.4 Transfer, Etc. of Authorities.** All of the Authorities required for Purchaser to commence full production operations at the Division Premises shall have been transferred, issued or confirmed, as the case may be, to the reasonable satisfaction of Purchaser and its counsel.

**6.5 Representations, Warranties and Covenants of Seller.** The representations and warranties of Seller in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as though all such representations and warranties had been made on and as of such date; all the obligations, agreements, covenants, undertakings and conditions of this Agreement to be complied with and performed by Seller on or before the Closing Date shall have been complied with and performed in all material respects; and Purchaser shall have received a certificate signed by an authorized officer of Seller, dated the Closing Date, to such effect.

**6.6 Opinion of Seller's Counsel.** Purchaser shall have received from John G. Woods, general counsel for Seller, at the expense of Seller, an opinion, dated the Closing Date, reasonably satisfactory to Purchaser, in substantially the form of Exhibit 6.6.

**6.7 No Action or Other Proceeding.** To the best of Seller's knowledge, action or proceeding before any court or any governmental agency or body shall have been instituted or threatened in which the validity or legality of this Agreement (in whole or in part), or of the consummation of the transactions contemplated hereby is questioned or in which it is sought to restrain or prohibit such transactions or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby, and no investigation shall be pending or, to the knowledge of the parties, threatened by a person, legal entity or agency having legal standing to petition any court to restrain or prohibit the consummation of the transactions, or any of them, contemplated hereby.

6.8 Exhibits. Purchaser shall have received from Seller all the exhibits required to be provided by Seller under this Agreement, satisfactory to Purchaser.

7. Conditions to Seller's Obligation to Close. The obligation of Seller to close hereunder shall be subject to the fulfillment on or prior to the Closing Date of the following conditions:

7.1 Deliveries and Payment. Seller shall have received payment of the Purchase Price as provided in paragraph 1.2.

7.2 Representations and Warranties of Purchaser. The representations and warranties of Purchaser herein shall be true and correct in all material respects on and as of the Closing Date with the same effect as though all such representations and warranties had been made on and as of the Closing Date, all the obligations, agreements, covenants, undertakings and conditions of this Agreement to be complied with and performed by Purchaser on or before the Closing Date shall have been complied with and performed in all material respects; and seller shall have received a certificate signed by an authorized officer of Purchaser, dated the Closing Date, to such effect.

7.3 Opinion of Purchaser's Counsel. Seller shall have received from Donald E. Engel, corporate counsel for Purchaser, at the expense of Purchaser, an opinion, dated the Closing Date, reasonably satisfactory to Seller, in substantially the form of Exhibit 7.3.

7.4 General. All instruments and legal and other proceedings in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in form and substance to Seller and its counsel, and Seller and its counsel shall have received copies of all documents, including records of corporate proceedings, and certificates which Seller or its counsel may have reasonably requested in connection therewith, such documents, where appropriate, to be certified by proper corporate or governmental authorities. Seller shall have obtained the approval of its board of directors or executive committee necessary for Seller's performance of this Agreement.

7.5 Exhibits. Seller shall have received from Purchaser all the exhibits required to be provided by Purchaser under this Agreement, satisfactory to Seller.

8. **Survival of Representations and Warranties.** The representations, warranties and agreements of Seller and Purchaser, shall survive the Closing Date and the consummation of the transactions contemplated hereunder and (except for those pertaining to the Surviving Claims described in paragraph 9.1) shall expire on the day after the first (1st) anniversary of the Closing. All such representations and warranties shall be deemed material and relied upon by the other party regardless of any investigation made by the other party on its behalf.

9. **Indemnification.**

9.1 Seller. Subject to the limitations contained in paragraph 9.3, Seller shall indemnify and hold Purchaser harmless against and in respect of any and all costs, damages, expenses, deficiencies, liabilities, claims, obligations or losses (including reasonable attorneys' fees incurred in connection therewith) of any nature suffered or paid by Purchaser (the "Claims"), (a) which would not have been suffered or paid if all of the representations, warranties, covenants and agreements made on the part of Seller under this Agreement (including any of the foregoing contained in Section 3 in the event that Purchaser elects to proceed with the Closing hereunder notwithstanding the failure to satisfy one or more of the conditions contained in Section 6), or in any instrument furnished or to be furnished to Purchaser hereunder, had been true and correct and had been performed and fulfilled; or (b) whether or not included in (a) above, which pertain to (i) the amount of any taxes paid after the Closing Date with respect to any income of, and any activities, sales, use or ownership of the Assets, or any of them, by Seller prior to the Closing Date or any sales or use taxes required to be paid by Seller under paragraph 5.7, and any interest or penalties related thereto, (ii)



claims resulting or arising from ownership or operation prior to the Closing Date or relating to products manufactured or sold by Seller prior to the Closing Date, (iii) any amounts required to be paid by Purchaser because of Seller's failure prior to the Closing Date to pay and/or withhold any amounts with respect to wages or benefits of Seller's employees with respect to their services to the Company prior to the Closing Date; and (iv) claims resulting from the breach of any of the representations or warranties in paragraph 3.1 and 3.2. The Claims described in clauses (b)(i) through (b)(iv), above, shall be referred to hereinafter as the Purchaser's "Surviving Claims".

**9.2 Purchaser.** Subject to the limitations contained in paragraph 9.3, Purchaser shall indemnify and hold Seller harmless against and in respect of any and all costs, damages, expenses, deficiencies, liabilities, claims, obligations or losses (including reasonable attorney's fees incurred in connection therewith) of any nature suffered or paid by Seller (the "Claims"), (a) which would not have been suffered or paid if all of the representations, warranties, covenants and agreements made on the part of Purchaser under this Agreement (including any of the foregoing contained in Section 4 in the event that Seller elects to proceed with the Closing hereunder notwithstanding the failure to satisfy one or more of the conditions contained in Section 7) or in any instrument furnished or to be furnished to Seller hereunder, had been true and correct; or (b) whether or not included in (a) above, which pertain to claims resulting or arising from ownership or operation of the Division Premises or relating to products manufactured or sold by Purchaser after the Closing Date (except products, if any, manufactured by Seller and sold by Purchaser); and the Claims described in clauses (b) above shall be referred to hereinafter as the Seller's "Surviving Claims."

**9.3 Limitation.** Neither Seller nor Purchaser shall assert any new claim for indemnification under this Section 9 after one (1) year from the date hereof, except that any claim by either party against the other which (i) is a Surviving Claim or (ii) of which the indemnifying party knew or should have known during the one (1) year period and of which the other party was given no written notice by the indemnifying party during such period, shall be

barred only by the applicable statute of limitation; all claims for indemnification pending on the expiration of such one (1) year period shall continue thereafter pursuant to this Section 9.

**9.4 Procedures.** If Seller or Purchaser (the "Indemnified Party") believes that it is entitled to indemnification hereunder, the Indemnified Party shall so notify the party from whom indemnification is sought hereunder (the "Indemnifying Party") in writing describing the basis therefore and the amount thereof with reasonable particularity and with particular reference to the term of this Agreement in respect of which the Claim shall have occurred. The Indemnifying Party agrees that it will not unreasonably object to any claim for indemnification submitted to it by the Indemnified Party. If within thirty (30) days after the Indemnified Party has given such notice, the Indemnifying Party has not objected thereto in writing or undertaken to cure the Claim and notified the Indemnified Party, the indemnification sought in the notice shall be deemed to have been agreed to by the Indemnifying Party. In the event the Indemnifying Party does object to any Claim for indemnification within such period, the amount of such Claim, if any, shall be determined by (a) subsequent agreement of the Indemnified and Indemnifying Parties, (b) a final judgment or decree of any court or (c) a final award made under an arbitration proceeding to which the question of indemnity shall have been submitted by agreement of the Indemnified and Indemnifying Parties. No court order or arbitration award shall be final unless the time for appeal, if any, shall have expired and no appeal shall have been taken or until all appeals taken have been finally settled.

**9.5 Actions.** Promptly after receipt by an Indemnified Party of notice of the commencement of any action which an Indemnified Party has reason to believe may result in a Claim pursuant to this Section 9, the Indemnified Party shall notify the Indemnifying Party of the commencement thereof. Upon notice to the Indemnified Party, given within ten (10) days after receipt of the Indemnified Party's notice, but in no event later than the date required for any response to such action, the Indemnifying Party, at its own expense, shall be entitled to participate in the defense of any such action

asserted in the Indemnified Party's notice or, if the Indemnified Party asserts that the Indemnifying Party shall be fully liable to indemnify the Indemnified Party with respect to the results of such action, to assume such defense and to permit the Indemnified Party to participate therein at its expense. If the Indemnifying Party assumes such defense, it shall be conducted by counsel chosen by the Indemnifying Party. Without the written consent of the Indemnified Party, the Indemnifying Party may not settle any such action unless it shall elect to pay one hundred percent (100%) of such settlement, such settlement shall bar claims against the Indemnified Party and its affiliates and representatives to the same extent as against the Indemnifying Party and its affiliates and representatives and such settlement shall not involve any agreement, undertaking or consideration by the Indemnifying Party or the Indemnified Party or their respective affiliates or representatives other than the payment by the Indemnifying Party of cash only. If both parties participate in a defense, each party shall bear the fees and expenses of the counsel which it has retained. Seller and Purchaser agree that any determined Claims payable under this Section 9 shall be paid promptly upon demand.

10. **Expenses and Liabilities.** Whether or not the transactions contemplated herein are consummated (a) Seller will pay all fees and disbursements of its counsel and all other expenses of any character incurred by Seller in connection with this Agreement or the transactions hereunder; and (b) Purchaser will pay the respective fees and disbursements of its counsel and other expenses incurred by Purchaser in connection with this Agreement or the transactions hereunder.

11. **Notices.** Any notice or communication required or permitted hereunder shall be sufficiently given if hand delivered or sent by registered or certified mail, postage prepaid, if to Seller, UOP Inc., Ten UOP Plaza, Algonquin and Mt. Prospect Roads, Des Plaines, IL 60016, Attention: Mr. C. H. Suter, Vice President, and if to Purchaser, Clow Corporation, Executive Plaza East, 1211 West Twenty-Second Street, Oak Brook, Illinois 60521, Attention: Corporate Secretary, mailed to the same address; or to such other

address as a party may designate in accordance with this Section 11. Any such notice shall become effective upon delivery or on the third (3rd) day after the day of mailing thereof, postage prepaid, registered or certified mail.

12. **Contents of Agreement, Parties in Interest, Etc.** This Agreement comprises this document and the Exhibits hereto. This Agreement sets forth the entire understanding of the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement. It shall not be changed or terminated orally. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of Seller and Purchaser.

13. **Law to Govern.** Except as it applies to the real property sold hereunder, which shall be governed by the laws of the State of California, the laws of the State of Illinois shall govern this Agreement.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement shall become effective at such time as counterparts thereof have been executed by each of the parties and it shall not be a condition to its effectiveness that each of the parties has executed the same counterpart.

IN WITNESS WHEREOF, Seller and Purchaser each have caused this Agreement to be executed by their respective, duly authorized officers as of the day and year first above written.

SELLER:  
UOP INC.

PURCHASER:  
CLOW CORPORATION

By:   
its Vice President

By:   
its Vice President

EXHIBIT NO. 1  
THE ASSETS  
Part A

Legal Description of Property

That portion of Block 92 of subdivision of Rancho Providencia and Scott Tract, in the City of Burbank, County of Los Angeles, State of California, as shown on map recorded in Book 43 Pages 47 et seq., of Miscellaneous Records, in the office of the County Recorder of said County, bounded by the following described lines:

Commencing at a point in the center line of Flower Street, 60 feet wide, adjoining said Block on the Southwest, distant Southeasterly 550.14 feet from the intersection of said center line with the center line of Providencia Avenue, 60 feet wide, adjoining said Block on the Northwest; thence Northeasterly, parallel with the Southeasterly line of said Block, 30 feet to a point in the Northwestern line of said Flower Street, said last mentioned point being the true point of beginning; thence Southeasterly, along the Southwesterly line of said Block, a distance of 162 feet more or less, to the Northwestern line of the Southeasterly 215 feet, measured at right angles, of the Northwestern half of said Block, said Northwestern half being one-half of the area of said Block, computed to the centers of adjoining streets as shown on said map, the Southeasterly line of said one-half being parallel with the Southeasterly line of said Block; thence Northeasterly, along said Northwestern line, to the Northeasterly line of said Block; thence Northwesternly along said Northeasterly line, to a line parallel with the Southeasterly line of said Block and which passes through the true point of beginning; thence Southwesterly, along said parallel line, to the true point of beginning.

Buildings

<u>OFFICE BUILDING - ONE STORY</u>		<u>Sq. Ft.</u>
	72' x 35'	2,520
ROOF	Flat, Board on Joist, Hung Drilled, Fireboard Ceiling	
FLOOR	Reinforced Concrete on Ground, Composition Tile Overlay	
WALLS	Wood on Wood Frame, Stucco Exterior, Metal Lath and Plaster, Wood Panel Interior, Wood Sash	

MAIN BUILDING - ONE STORY

100' x 100' 10,000

ROOF Double Sawtooth, Composition  
Roofing, Plank on Timber on Steel  
Beams, Steel Frame

FLOOR Reinforced Concrete on Ground,  
Some Composition Tile Overlay

WALLS Wood on Wood Frame, Stucco  
Exterior, Insulated, Some Metal  
Lath and Plaster Interiors, Wood Sash

RAW MATERIAL BUILDING - ONE STORY

95' x 50' 4,750  
50' x 10' 500

5,250

ROOF Pitched, Metal Panel on Pre-  
Fabricated Steel Frame

FLOOR Reinforced Concrete on Ground

WALLS Metal Panel on Steel Frame

ADDITION

95' x 40' 3,800

ROOF Pitched, Metal Panel on Pre-  
Fabricated Steel Frame

FLOOR Reinforced Concrete on Ground

WALLS Metal Panel on Steel Frame with  
Aluminum Sash and Concrete Block

SHED

20' x 10' 200

ROOF Flat, Boards on Joists on Wood Frame

FLOOR Asphalt on Ground

WALLS Open

Total 21,770

**EXHIBIT NO. 1**  
**THE ASSETS**  
**Part B**  
**Machinery and Equipment**

Balance Model 2252 (1977)

Atomic Absorption Unit (1977)

Fume Hood (1977)

Microscope (1977)

Auto Clave (1977)

Spectro Photometer (1983)

Microprocessor - Analyzer (1978)

Corrater (1978)

Test Kits (1979)

Portable Wash System (1980)

Vapor Generator (1980)

Spectro Photometer (1981)

Portable Pressure Wash (1981)

Distilling Machine (1981) (R.O.)

Spectro Photometer (1981)

Waste Neutralization System (1982)

Pressure Sprayer (1982)

2 Each - Model R Press St 42920 (1967)

2 Each - 500-gallon SS jacketed batch tanks with exhaust vents

1 Each - Wynhausen Water Softener

1 Each - Marion Ribbon Blender Model 4010 (1979)

1 Each - Marion Ribbon Blender Model 2030 (1979)

1 Each - Neptune Batch Meter (1980)

- 1 Each - Label Machine - Labellette (1981)
- 1 Each - Simplex Gravity/Pressure Filling Machine (1981)
- 2 Each - 1500-gallon upright Poly Cal Tanks (1982)
- 4 Each - 1500-gallon Conical Poly Cal Tanks w/accessories (1982)
- 2 Each - 4,000 gallon Steel Underground Tanks
- 1 Each - Fairbanks Double Beam Scale
- 110-feet - 10' high Pallet Racks
- 1 Each - 1,000 gallon Hydrochloric Acid Tank
- 1 Each - 400 Gallon Hydrochloric Acid Tank
- 4 Each - 8' high x 8' long x 4' wide Storage Racks (heavy duty)
- 1 Each - Lutz Heavy Duty Drum Pump
- 1 Each - 500 Gallon Steel Soap Tank
- 3 Each - Standard Mix Mor Agitators - 5' Shaft
- 1 Each - Standard Mix Mor Agitator - 3' Shaft
- 1 Each - Variable Speed Mix Mor Agitator - 5' Shaft
- 1 Each - Variable Speed Mix Mor Agitator - 3' Shaft
- 1 Each - 110 Gallon SS Jacketed Tank
- 1 Each - Double Beam Fairbanks Scale - 1000 pound capacity
- 2 Each - Martin Decker 1000 pound Hoist Scales - 1000 pound capacity
- 1 Each - Thompson Boiler - 125 psi
- 1 Each - Heavy Duty Caustic Service Centrifugal Pump (Flowtec)
- 2 Each - 90 psi Air Compressors
- 3 Each - 1,000 gallon Steel Upright Storage Tanks
- 2 Each - 90 Gallon SS Batch Tanks
- 1 Each - 500 Gallon Soap Tank with Heavy Duty Agitator for Soap Blending
- 1 Each - Detecto Single Beam Scale - 1000 pound capacity
- 1 Each - Howard Richard Drum Scale - 1000 pound capacity



1 Each - Alcohol Transfer Pump  
1 Each - Electric Drum Dolly  
1 Each - Acme Silver Sticker  
1 Each - Lakewood 650 Controller  
1 Each -LMI Duel Channel Liquitron  
2 Each - LMI B Series Pumps

Jigs, Dies and Patterns

Housing, Die, Mounting Cavity for Siphon Breather (1966)  
Boxes - Briquette Packing (1966)  
Chemicator Dies (1969)  
Top Half - Liquid Chemicator (Pacific Plastics - 1982)  
Float Mold (Pope - 1982)  
Seal Mold (Pope - 1982)  
Cap and Plunger Mold

Mobile Equipment

Fork Lift (1968)  
Fork Lift (1970)  
Ford Van (1979)  
GMC Versavan (1979)

Furniture and Fixtures

IBM Typewriter #9341621  
IBM Typewriter #2386437  
IBM Typewriter #2778129  
IBM Selectric Typewriter #3414250  
IBM Selectric Typewriter #3556254

IBM Selectric Typewriter #6263573

Xerox Typewriter #2421602

Xerox Typewriter #2430302

Xerox Typewriter #2429772

Xerox Typewriter #2431795

Xerox Typewriter #1462925

Monroe 1320 Print Calculators (2)

American Binding System

Xerox Copier 3400

Pitney Bowes Mail Scale

Pitney Bowes Mail Meter

GE Recorder, Camera and Color TV

Kroy Lettering Machine

Miscellaneous Desks, Chairs, Files for a staff of 25

EXHIBIT 1  
THE ASSETS  
PART C

Patents

<u>Patent No.</u>	<u>Inventor</u>	<u>Description</u>	<u>Expiration Date</u>
3,430,823	V.L. Hunsaker	Chemicator with vacuum breaker in discharge line.	3/4/86
3,778,377	H.D. Clark	Synergistic mixture of polyamino methylphosphonate and N,N'dicycloalkylthiourea as acid corrosion inhibitor for metal.	12-10-90
3,969,260	H.D. Clark	Mixture of ethynyl cyclohexanol, polyamino methylene phosphonate and N,N'-dicyclohexylthiourea to protect metal from acid.	7-13-93
3,979,311	H.D. Clark	Ethynyl cyclohexanol and N,N'-dicyclohexylthiourea as anticorrosive for metal in contact with acid.	9-7-93
3,985,671	H.D. Clark	Polyamino methylene phosphonate and polyoxyethylene (dimethylimino) ethylene dichloride as scale control agent.	10-12-93

Patent Applications

<u>Application Serial No.</u>	<u>Inventor(s)</u>	<u>Description</u>	<u>Allowed</u>
310,018	P.P. Kelpa	A dispenser for automatically dispensing liquid chemicals into an intermittently flowing liquid stream.	6-14-83
379,209	R.O. Menke & M. Bortnik	Compositions of matter utilized in the inhibition of scale or salt precipitation in aqueous streams.	7-22-83

392,869	E.J. Latos & J.C. Payne	Corrosion inhibitors comprising an admixture of a phosphate compound, a phosphonate compound, an aryl triazole and a metal salt.	4-13-83
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Foreign patents presently in force and pending applications which correspond to two of the above listed U.S. patents and the three allowed applications are as follows:

Foreign Case No. 1155

Corresponding U.S. Patent No. 3,430,823

<u>Country</u>	<u>Expiration Date</u>
Canada	12-1-87
Japan	8-17-87
Morocco	8-10-87

Foreign Case No. 1645

Corresponding U.S. Patent No. 3,985,671

<u>Country</u>	<u>Expiration Date</u>
Canada	7-10-96

Foreign Case No. 1918

Corresponding U.S. Patent Appln. S.N. 392,869

<u>Country</u>	
Australia	
Canada	
Japan	
Philippines	
	No patents granted at the present time.

Foreign Case No. 1951

Corresponding U.S. Patent Appln. S.N. 310,018

<u>Country</u>	
Australia	
Canada	
Denmark	
Indonesia	
Israel	
Japan	
Korea	
Mexico	
New Zealand	
Philippines	
Spain	
European Patent Office Countries	
(West Germany, France,	
Italy, Belgium,	
Holland, United Kingdom,	
Austria, Sweden,	
Switzerland)	
	No patents granted at the present time.

Foreign Case No. 1978

Corresponding U.S. Patent Appln. S.N. 379,209

Country

Australia  
Canada  
Japan  
Mexico  
Philippines  
European Patent  
Office Countries  
(West Germany,  
France,  
Italy,  
Belgium  
Holland,  
United Kingdom,  
Austria,  
Sweden,  
Switzerland)

No patents granted at the present  
time.

Formulae

Seller will supply Purchaser with formulae and batch sheet for each product manufactured by Seller at the Water Services Division.

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TRADEMARK NAME	REGISTRATION NO. #APPLICATION NO.	INT'L CLASS (LOCAL CLASS)	GOODS DESCRIPTION	REGISTRATION DATE #APPLICATION DATE	CONTROL NUMBER
ALL-MET	854,843	1 (52)	DESCALER	08/13/1968	000024
ALU-KLEEN	#390,579	3 (52)	LIQUID CLEANER FOR CLEANING CORRODED ALUMINUM SURFACES AND FOR REMOVING MINERAL DEPOSITS, RUST, OIL, GREASE AND DIRT ACCUMULATIONS FROM INDUSTRIAL EQUIPMENT	09/27/1982	000474
B-85	916,996	2 (6)	LIQUID CHEMICAL BOILER COMPOUND FOR HARD WATER INDUSTRIAL SYSTEMS.	07/27/1971	000028
B-85V	952,499	1 (6)	LIQUID CHEMICAL BOILER COMPOUND FOR HARD WATER INDUSTRIAL SYSTEMS.	02/06/1973	000029
BULLDOZER	1,015,582	1 (6)	DISPERSANT FOR USE IN RECIRCULATING COOLING WATER SYSTEMS, SPRAY PONDS AND DECORATIVE PONDS.	07/15/1975	000044
CHEMICATOR	746,608	(31)	DEVICE FOR THE AUTOMATIC CHEMICAL TREATMENT OF HEAT EXCHANGE WATER.	03/12/1963	000055
CHEMICATOR	892,011	11 (31)	AUTOMATIC CHEMICAL FEEDING UNITS FOR TREATMENT OF WATER IN COMMERCIAL INSTALLATIONS.	06/02/1970	000056
CHEMICATOR	902,844	1 (6)	CHEMICAL BRIQUETTES USED FOR WATER TREATMENT.	11/24/1970	000057
CHEMICATOR	#380,763	1 (6) 2 (6) 3 (52)	CL.1-CHEMICAL COMPOSITIONS FOR THE ELIMINATION, INHIBITING, CONTROL AND/OR PREVENTION OF SCALE AND CORROSION CAUSED FROM HARD OR SOFT WATER HEATING AND CHILLED WATER SYSTEMS, COOLING WATER SYSTEMS, HOT WATER BOILERS, STEAM BOILERS, STEAM GENERATORS, BRINE TANKS, AND THE LIKE; CL.2-SOLUBLE CHEMICALS FOR SCALE, RUST AND CORROSION CONTROL IN POTABLE WATER AND COOLING WATER SYSTEMS; CL.3-INDUSTRIAL CLEANING CHEMICALS, ETC.	08/19/1982	000460
CLT-150	901,072	2 (6)	CHEMICAL CORROSION INHIBITING COMPOUND FOR CONDENSATE, STEAM AND WATER VAPOR LINES.	10/20/1970	000059
CLT-50	1,185,342	2 (6)	CHEMICAL CORROSION INHIBITING COMPOUND FOR CONDENSATE, STEAM AND WATER VAPOR LINES.	01/12/1982	000367
DEEP PURPLE	852,114	5 (6)	ALGAECIDE.	07/09/1968	000071
E-2-PRESS	850,010	3 (6)	CHEMICAL SPRAY FOR USE AS AN IRONING AID.	05/28/1968	000077
E-57	910,521	2 (6)	SCALE AND CORROSION INHIBITOR FOR CLOSED HOT WATER SYSTEMS BUT SAID COMPOSITION NOT INCLUDING SODIUM SILICATE.	03/30/1971	000078

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OPTIONAL

TRADEMARK NAME	REGISTRATION NO. APPLICATION NO.	INT'L CLASS (LOCAL CLASS)	GOODS DESCRIPTION	REGISTRATION DATE APPLICATION DATE	CONTROL NUMBER
ERLEN	875,890	2 5 (6) 3 (18) 1 (52)	CHEMICAL COMPOSITIONS FOR USE IN WATER TREATING-- NAMELY, CORROSION INHIBITORS, ALGAECIDES, ALGAECIDE BRIQUETTES AND EMULSIFIERS.	09/02/1969	000080
F-91	909,910	2 (6)	CHEMICAL CORROSION INHIBITING COMPOUND FOR POTABLE WATER AND CLOSED SYSTEMS.	03/16/1971	000082
G-30	1,020,854	1 (6)	CHEMICAL STEAM BOILER COMPOUND WITH CORROSION INHIBITING PROPERTIES.	09/23/1975	000091
IV CLOR-I	1,211,441	11 (23,31)	INDUSTRIAL WATER TREATMENT EQUIPMENT - NAMELY, CHLORINE DIOXIDE FEED SYSTEM CONSISTING OF A GENERATOR, PUMPS, VALVE MANIFOLDS, INJECTION VALVES AND TUBING	10/05/1982	000370
IV CLOR-II	1,210,305	11 (23,31)	INDUSTRIAL WATER TREATMENT EQUIPMENT - NAMELY, CHLORINE DIOXIDE FEED SYSTEM CONSISTING OF A GENERATOR, TIMING DEVICE, PUMPS, VALVE MANIFOLDS, INJECTION VALVES AND TUBING	09/28/1982	000371
J-2	957,180	1 (6)	CHEMICAL BRIQUETTES USED IN AUTOMATIC CHEMICAL FEEDING UNITS FOR TREATMENT OF WATER IN COMMERCIAL INSTALLATIONS.	04/17/1973	000110
K-24	909,419	2 (6)	SOLUBLE PHOSPHATE FOR SCALE AND CORROSION CONTROL IN POTABLE WATER AND COOLING WATER SYSTEMS.	03/09/1971	000122
K-25	908,888	2 (6)	SOLUBLE PHOSPHATE FOR SCALE AND CORROSION CONTROL IN POTABLE WATER AND COOLING WATER SYSTEMS.	03/02/1971	000123
K-26	908,889	2 (6)	SOLUBLE PHOSPHATE FOR SCALE AND CORROSION CONTROL IN POTABLE WATER AND COOLING SYSTEMS.	03/02/1971	000124
K-70	850,049	5 (6)	ALGAECIDE.	06/04/1968	000125
K-81	923,702	1 (6)	SCALE AND CORROSION INHIBITING CHEMICAL COMPOUND FOR COOLING WATER SYSTEMS BUT SAID COMPOSITION NOT INCLUDING SODIUM SILICATE.	11/16/1971	000126
K-87	910,520	2 (6)	SCALE AND CORROSION INHIBITOR FOR COOLING TOWERS, EVAPORATIVE CONDENSERS AND COOLING WATER SYSTEMS, BUT SAID COMPOSITION NOT INCLUDING SODIUM SILICATE.	03/30/1971	000127
KLEEN KOIL	890,239	3 (52)	CONCENTRATED CLEANER FOR REMOVING OIL, GREASE AND DIRT ACCUMULATIONS FROM INDUSTRIAL EQUIPMENT.	04/28/1970	000131

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TRADEMARK NAME	REGISTRATION NO. APPLICATION NO.	INT'L CLASS (LOCAL CLASS)	GOODS DESCRIPTION	REGISTRATION DATE APPLICATION DATE	CONTROL NUMBER
KLEEN KOIL II	4389,889	3 (52)	CONCENTRATED CLEANER FOR REMOVING OIL, GREASE AND DIRT ACCUMULATIONS FROM INDUSTRIAL EQUIPMENT	09/27/1982	000473
KOOLER KARE	926,367	2 (6)	CHEMICAL CORROSION INHIBITING COMPOUND FOR EVAPORATIVE COOLERS.	01/04/1972	000134
KOOLSOL	861,802	1 (52)	INDUSTRIAL SOLVENT CLEANER.	12/10/1968	000135
KP-40	909,912	2 (6)	SCALE INHIBITING CHEMICAL COMPOUND FOR COOLING WATER SYSTEMS.	03/16/1971	000139
KP-50	1,004,163	1 (6)	SCALE AND CORROSION INHIBITING CHEMICAL COMPOUND FOR COOLING WATER SYSTEMS.	02/11/1975	000140
L-70	909,914	1 (6)	CHEMICAL CORROSION INHIBITING COMPOSITION CONTAINING PHOSPHATES, CHROMATES, AND ORGANIC CORROSION INHIBITORS FOR CLOSED HOT WATER BOILER AND COOLING SYSTEMS.	03/16/1971	000142
M-2	839,729	(52)	ENEMA SOAP.	11/28/1967	000154
M-2	940,091	3 (52)	WATERLESS HAND CLEANER.	08/01/1972	000155
M-40	999,518	5 (6)	ALGAECIDE.	12/17/1974	000156
M-60	909,911	5 (6)	ALGAECIDE.	03/16/1971	000157
M-80	1,057,361	5 (6)	ALGAECIDES.	02/01/1977	000158
M-80T	1,057,360	5 (6)	ALGAECIDES.	02/01/1977	000159
M-90	935,201	5 (6)	BIOCIDE.	06/06/1972	000160
NEUTRA-SOLV	861,141	3 (52)	EMULSIFIER FOR CLEANING INDUSTRIAL EQUIPMENT.	11/26/1968	000174
ORGANIFLOC PX	909,913	1 (6)	FLOCCULATING AND DISPERSING AGENT FOR USE IN WATER DISTRIBUTION LINES, COOLING TOWERS, AND EVAPORATIVE CONDENSERS.	03/16/1971	000188
RESCUE	917,978	2 (16)	AEROSOL SPRAY-ON CORROSION INHIBITOR AND LUBRICANT FOR INDUSTRIAL AND DOMESTIC USE.	08/10/1971	000222
SOLAR-TREAT 92	1,089,499	1 (6)	CHEMICAL CORROSION INHIBITOR AND ANTI-FOULANT FOR USE IN SOLAR SYSTEMS.	04/18/1978	000230
SUPPLEMENT S	909,909	1 (6)	OXYGEN SCAVENGING COMPOUND FOR BOILERS AND STEAM GENERATORS FOR THE PREVENTION OF CORROSION.	03/16/1971	000234



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TRADEMARK NAME	REGISTRATION NO. #APPLICATION NO.	INT'L CLASS (LOCAL CLASS)	GOODS DESCRIPTION	REGISTRATION DATE CONTROL #APPLICATION DATE NUMBER
TRACELEAK	901,999	1 (6)	NON-TOXIC LIQUID THAT IS APPLIED TO THE EXTERIOR OF PIPE LINE SYSTEMS FOR DETECTING ESCAPING GASES.	11/10/1970 000247
140	850,033	1 (52)	DESCALER.	05/26/1968 000357
DESIGN OF A MAN SWIMMING	#383,890	1 (6), 3 (52)	CL.1-CHEMICAL COMPOSITIONS FOR THE ELIMINATION, INHIBITING, CONTROL AND/OR PREVENTION OF SCALE, RUST AND CORROSION CAUSED FROM HARD OR SOFT WATER HEATING AND CHILLED WATER SYSTEMS, COOLING WATER SYSTEMS, HOT WATER BOILERS, STEAM BOILERS, STEAM GENERATORS, BRINE TANKS, AND THE LIKE; CL.3-INDUSTRIAL CLEANING CHEMICALS, NAMELY, SOLVENTS, EMULSIFIERS AND THE LIKE FOR REMOVING RUST, OIL, GREASE, SCALE AND DIRT ACCUMULATIONS FROM IND.EQ.	#09/07/1982 000464

LISTED..... 60  
DESIGNS..... 3  
SLOGANS/PHRASES..... 0

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TRADEMARK NAME	COUNTRY	REGISTRATION NO. *APPLICATION NO.	CLASS	REGISTRATION DATE *APPLICATION DATE	RENEWAL DATE	CONTROL NUMBER
CHEMICATOR	AUSTRALIA	222,122	11	09/04/1968	09/04/1989	010088
CHEMICATOR	AUSTRIA	68,074	1,11	12/18/1970	12/31/1990	010145
CHEMICATOR	BENELUX	51,663	1,11	02/28/1973	07/02/1990	010161
KZP-88	BENELUX	340,958	1	02/16/1977	08/06/1986	010169
CHEMICATOR	CANADA	166,483	N/C	11/28/1969	11/28/1984	010251
RESCUE	CANADA	241,597	N/C	03/21/1980	03/21/1995	010283
CHEMICATOR	CHILE	17,109	1,11	06/26/1973	06/26/1983	010314
CHEMICATOR	COSTA RICA	46,716	1	10/18/1973	10/18/1988	010336
CHEMICATOR	COSTA RICA	46,717	31	10/18/1973	10/18/1988	010337
CHEMICATOR	DENMARK	2764/1982	1,2,3,4,11	07/30/1982	07/30/1992	011357
KZP-88	DENMARK	542/1977	1	02/04/1977	02/04/1987	010365
CHEMICATOR	FRANCE	766,373	1,11	07/31/1968	06/08/1988	010400
KZP-88	FRANCE	693,463	1	07/28/1976	07/28/1986	010414
CHEMICATOR	GERMAN FEDERAL REPUBLIC	829299	7,11,14,1228	02/01/1967	03/17/1986	010465
CHEMICATOR	GREAT BRITAIN	920,092	1	08/14/1968	01/24/1989	010528
CHEMICATOR	GREAT BRITAIN	905,955	11	03/13/1968	02/27/1988	011267
CHEMICATOR	HONDURAS, REPUBLIC OF	20495	11,111	09/20/1973	09/20/1983	010600
CHEMICATOR	HONG KONG	759/1971	1	06/07/1971	07/03/1991	010601
CHEMICATOR	HONG KONG	760/1971	11	07/03/1970	07/03/1991	010602
CHEMICATOR	IRELAND	91,224	1	04/01/1981	01/19/1984	010620
CHEMICATOR	IRELAND	91,225	11	04/01/1981	01/19/1984	010621
CHEMICATOR	ITALY	261,272	1,11	06/27/1972	06/22/1990	010662
KZP-88	ITALY	*19751 C/76	1	*07/30/1976	06/00/0000	010673

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134524  
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TRADEMARK NAME	COUNTRY	REGISTRATION NO. *APPLICATION NO.	CLASS	REGISTRATION DATE *APPLICATION DATE	RENEWAL DATE	CONTROL NUMBER
CHEMICATOR	JAPAN	829,982	9	08/24/1969	05/28/1989	010711
CHEMICATOR	JAPAN	881,327	1	11/30/1970	08/30/1990	010712
KZP-88	JAPAN	1520156	1	06/29/1982	03/29/1992	010748
CHEMICATOR	KOREA, SOUTH	21,744	38	04/12/1971	04/12/1991	010848
CHEMICATOR	KOREA, SOUTH	20,982	10	01/12/1971	01/12/1991	011241
CHEMICATOR	MEXICO	229,102	6	08/30/1979	02/12/1984	010867
CHEMICATOR	NORWAY	102,743	1,11	08/09/1979	08/09/1989	010955
CHEMICATOR	PHILIPPINES	19,290	7,32	06/25/1973	06/25/1993	010988
CHEMICATOR	PUERTO RICO	16,328	6	01/19/1970	01/19/1990	011016
CHEMICATOR	PUERTO RICO	16,329	31	01/19/1970	01/19/1990	011017
CHEMICATOR	SAUDI ARABIA	*4010	1,11	*04/12/1981	00/00/0000	011257
CHEMICATOR	SINGAPORE	49,468	1	06/24/1970	06/24/1991	011022
CHEMICATOR	SINGAPORE	49,469	11	06/24/1970	06/24/1991	011023
CHEMICATOR	SPAIN	619,488	1	10/26/1976	10/26/1996	011069
CHEMICATOR	SPAIN	619,489	11	09/12/1972	09/12/1992	011070
CHEMICATOR	SWEDEN	165,474	1,11	11/17/1978	11/17/1988	011110
CHEMICATOR	SWITZERLAND	251,166	1,5,11	05/08/1971	06/25/1990	011130
CHEMICATOR	TAIWAN	46071	1	05/01/1971	04/30/1991	011150
CHEMICATOR	TAIWAN	48325	18	08/01/1971	07/31/1991	011151
CHEMICATOR	THAILAND	41,847	6	02/23/1972	09/08/1990	011162
CHEMICATOR	TRINIDAD & TOBAGO	7986	1	10/14/1975	05/09/1987	011181
CHEMICATOR	TRINIDAD & TOBAGO	7987	11	10/14/1975	05/09/1987	011182

**EXHIBIT 1 - THE ASSETS  
PART F - INVENTORY**

**INVENTORY**

**WATER SERVICES DIVISION**

**PAGE 1**

SHEET NO. \_\_\_\_\_

PRICED BY \_\_\_\_\_

Peggy Beall

CREATED BY \_\_\_\_\_

DEPARTMENT FACTORY SUPPLIES

EXTENDED BY \_\_\_\_\_

ENTERED BY \_\_\_\_\_

Dave Shell

LOCATION \_\_\_\_\_

BURBANK

EXAMINED BY \_\_\_\_\_

CHECK	QUANTITY	DESCRIPTION	✓	PRICE	UNIT	EXTENSIONS
<b>BOTTLES</b>						
	39	BOTTLE CARDBOARD COLLARS		01	ea	39.00
	450	P.E., 2-OUNCE, WITH CAP AND DROPPER		02	ea	36.00
CB-117	792	BR, 4-OUNCE, #24/410, D.O.T., #402		10	ea	79.20
CB-117	80	BR, 8-OUNCE, #24/410, #802		12	ea	9.60
CB-108	255	CR, 8-OUNCE, #24/400, #302		12	ea	30.60
		BR, 16-OUNCE, #202 W/DAUBER & CAP			ea	
	130	BR, 16-OUNCE, #24/420		18	ea	23.40
CB-104	552	BR, 32-OUNCE		26	ea	14.56
	4320	402, 20/45 (CARTON)			ea	
	1287	Scrub 402			ea	
	40	BR 16 oz Scrub			ea	
B-101	2420	P.E., D.O.T., 1-GALLON W/CARTON (4/1s)		180	ea	435.60
	13	REGULAR 1-GALLON WITHOUT CARTON		40	ea	5.20
CB-101	287	#38/400 REGULAR 1-GALLON W/CARTON (4/1s)		598	ea	155.76
CB-125A	833	1-GAL. WIDE-MOUTH, W/CARTON & DIVIDERS		37	ea	308.21
	470	P.E., D.O.T. 1 GAL W/CARTON		33	ea	155.10
CB-123	784	5-GALLON DELTANGULAR W/CARTON & CAP		233	ea	182.672
	260	Del. Angles carton		79	ea	605.40
AMOUNT FORWARDED						
						1101417

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT
		AMOUNT FORWARD		
		<b>C A P S</b>		
		ACT 30/55-GALLON DRUM CAPS (See DRUMS)		
CC-115		24/400 WHITE PLASTIC, 8-OUNCE		ea
CC-113	9750	24/410 WHITE PLASTIC	.02	ea
CC-125	2,000	24mm POLYTOP, 4-OUNCE	.04	ea
CC-125	1500	28mm POLYTOP, W/DISPENSER	.04	ea
	3000	28/410 WHITE PLASTIC, 16-OUNCE	.03	ea
	2100	28/400 PLASTIC, W/DAUBER	.02	ea
	8923	Gals Caps for Cans etc.		
		38mm BLACK PLASTIC, 1-GALLON		ea
-101		38mm WHITE METAL, 1-GALLON		ea
	1500	72 mm CAP FOR WIDE MOUTH	.01	
	3700	Child Proof Caps for Lids	.046	
<b>Page Total</b>				

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	
		AMOUNT FORWARD			
		<u>CARTONS</u>			
CE-106	11	6-5/8 x 4-1/8 x 10	32	ea	352
		9 x 7 x 7	375	ea	
		10 x 8 x 6 W/DIVIDERS		ea	
	2	10 x 9 x 9 (SALESMEN'S SAMPLES)		ea	
	44	11-5/8 x 9-1/8 x 5-1/4	124	ea	5456
		11-3/4x10-3/4x2-1/4 (Whlse Catalogs)		ea	
		12 x 12 x 6			
	180	13 x 10-1/4 x 10	615	ea	6150
		17 x 17 x 17 (See CHEMICATORS)	1033		
	1900	DEEP PURPLE INDIVIDUAL BOXES	23	ea	43700
CE-113	202	DEEP PURPLE OUTER CTN FOR 12 BOXES	81	ea	16362
CE-111	155	WIDE-MOUTH 1-GALLON CARTON W/DIVIDERS	73	ea	11315
CE-112	335	OVER-PACK FOR REFILL TUBE CASES	28	ea	9380
		INDESTRUCTO MISCELLANEOUS		ea	
	3160	FORMULA NO. 870 LITER	19	ea	312840
CE-124	1384	TUBE REFILL W/DIVIDERS	293	ea	405512
CE-126	1158	WHITE WITH DIVIDERS FOR 24 x 8-OUNCES	52	ea	60216
		MISCELLANEOUS		ea	
		FOR CHEMICATOR CARTONS (See APPLICABLE CHEMICATOR)			
				Page Total	268953
					12314170

[illegible]



CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
		AMOUNT FORWARDED			
		MODEL "E" CHEMICATOR			
	79	COMPLETED BOXED CHEMICATORS	11.65	ea	917.35
CT-100	360	BODY UNIT	4.55	ea	1638.00
CE-101	131	CARTON 17x17x17	1.00	ea	138.26
CT-103	905	DEPTH PLATE	2.00	ea	181.00
		KEYS TAKEN OFF INVENTORIES		ea	
CT-109	2	LABEL	10	ea	
CT-110	800	MOUNTING SCREWS	01	ea	80.00
	590	CLIP-ON CARTON	59	ea	348.10
F-132	910	SYPHON BREATHING	69	ea	627.90
T-104	5600	TAIL TUBE	32	ea	1552.00
	400	COMPLETED ASSEMBLED VALVES	38	ea	152.00
T-105	6906	VALVE (UNASSEMBLED)	18	ea	1243.08
127	50	VALVE FERRULE	07	ea	3.50
1-127	500	VALVE NUT	06	ea	30.00
T-129	4280	VALVE RETAINING RING (LOCK)	02	ea	85.60
T-128	4000	VALVE SPRING	05	ea	200.00
F-107	4950	REFILL TUBE CAP	04	ea	198.00
F-106	1038	REFILL TUBE (EMPTY)	79	ea	820.02
Page Total					917.35
					2614219

QTY	DESCRIPTION	PRICE	UNIT	AMOUNT
AMOUNT FORWARD				
MODEL "L-1" LIQUID CHEMICATOR				
62	COMPLETED BOXED CHEMICATORS	15.82	ea	980.84
	CLEAR L-1 CHEMICATOR	23.90	ea	
2581	BOTTOM HALF (INCLUDES ASSEMBLY/POST)	4.34	ea	1120.15
2511	TOPS	8.42	ea	2114.62
450	#440 STAINLESS STEEL BALL	.03	ea	13.50
5840	#73219-7 SPRING FOR VALVE	.01	ea	58.40
1140	SEAL FOR VALVE	.02	ea	22.80
1200	TOP FLOAT	.06	ea	72.00
1800	LABEL	.15		270.00
2740	CAP	.08	ea	219.20
10800	POP RIVETS	.09	ea	1080.00
1200	SETHCO LATCH	.02	ea	24.00
2740	PLUNGER	.05	ea	137.00
9840	O" RING	.028	ea	275.52
2100	POLY VINYL TUBING	32	ft	672.00
	<del>023022 73219-7 SP113</del>			
	BLUE CARTON		ea	363.54
3000	Seal For Valve all style			
	<i>3000</i>			
Page Total				36138.542
				62582.7161

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			
		<b>D R U M S</b>			
	161	13-GALLON FIBRE	7 74	ea	1578 34
	88	51-GALLON FIBRE	11 95	ea	1051 60
	123	30-GALLON - ACT XXX	16 90	ea	2078 70
	360	55-GALLON - ACT LV	24 00	ea	8640 00
		55-GALLON, 37M, D.O.T.		ea	
		30-GALLON UNLINED		ea	
		30-GALLON LINED (STEEL)		ea	
	10	55-GALLON LINED (STEEL)	20 55	ea	205 55
		55-GALLON UNLINED		ea	
		55-GALLON UNLINED, OPEN HEAD (Hazardous Waste)		ea	
	-0	2" DRUM CAPS (FOR ACT DRUMS)		ea	
	-0	DRUM FAUCETS, PLASTIC		ea	
	600	3" LEAD SEALS FOR FIBRE DRUMS	25	ea	15 00
116	7200	3/4" SEAL	23	ea	216 00
116	690	2" SEAL	66	ea	41 40
	17	empty steel Drums taken in Ground Deposit: Drum for Chlorine	Do Not Extend		
		25 steel Drums (SS gal) 1 30 gal Steel Drums to be sent to 2 second storage	Do Not Extend		
Page Total					113 721 54 716 55 115

CK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
		AMOUNT FORWARD			
	25	FILM PLASTIC	2 45	lb	61.25
	4436	FLEX SPOUT (Reike)	16	ea	709.76
		LABELS			
	21	LABEL ADHESIVE (spray can)	5 53	ea	116.13
	2680	PRODUCT LABEL, LARGE	22	ea	589.60
	2500	, SMALL	14	ea	350.00
	13500	, BIOCID	33	ea	445.50
	1000	, SPECIAL (FOR 4/1s)	05	ea	50.00
	15000	WHOLESALE, LARGE	30	ea	4500.00
	24750	, SMALL	15	ea	3712.50
	2500	D.O.T.	103	ea	75.00
		LINERS			
08	1000	P.E., 5 x 10	02	ea	20.00
06		, 12 x 13, 2-Mil		ea	
		, 23 x 10 x 40		ea	
17	2400	, 24 x 24	14	ea	336.00
19		, 24 x 36		ea	
10		, 38 x 65, 1.8-Mil		ea	
	1100	, 38 x 64, 4-Mil	58	ea	638.00
	1200	6 x 12	02		24.00
	5500	36 x 30	11		605.00
		LABELS			
	5,000	KP-1	Do not Ex.		
	2000	ALL Met	Do not		
Page Total:					71624.72 24 9229.39

QTY	QUANTITY	DESCRIPTION	PRICE	UNIT	EXT.
		AMOUNT FORWARDED			
		P A I L S			
CA-133	173	3-1/2 GALLON BENNETT	2.58	ea	445.91
		5-GALLON ACT V	3.90	ea	
CA-133	179	5-GALLON 70-MIL BENNETT	2.46	ea	440.31
CA-133	478	5-GALLON 90-MIL BENNETT	2.52	ea	1204.56
	106	5-GALLON SCREW TOP (For Full Service)	3.65	ea	386.90
CA-125	52	6-GALLON ROPER	2.52	ea	131.04
FC-106	1 gal	PLIOBOND #30	35.32	gal	35.32
	1200	SLEEVE, BOTTLE, PLASTIC, 1-GALLON	0.16	ea	192.00
C-119	244	SPRAYERS - PISTOL GRIP	.76	ea	170.84
C-109	200	- WINDEX	.15	ea	30.00
		1 1/2-GALLON PRESSURE	20.40	ea	
C-113	200	TIES - 4"	.02	ea	04
C-113	250	- 6"	.04	ea	10
	1500	STRAPPING	.01		15.00
	700	STRAP LOCKS	.02		14.00
	700	Edge Protectors	.06		42.00
Page Total					3115.51
					9511/190

## INVENTORY

WATER SERVICES DIVISION

PAGE 1

SHEET NO. \_\_\_\_\_ PRICED BY Peggy Beall  
 CALLED BY \_\_\_\_\_ DEPARTMENT RAW MATERIALS EXTENDED BY \_\_\_\_\_  
 ENTERED BY Dave Shell LOCATION BURBANK EXAMINED BY \_\_\_\_\_

CHECK	QUANTITY	DESCRIPTION	✓	PRICE	UNIT	EXTENSIONS
	38	ACETIC ACID (Technical) <sup>located in 1C</sup> <del>MISSING IN INVENTORY</del>		32	lb	1254
		ACINTOL FA-1 (see PAMAK W-4)				
		ACRYSOL ASE-108 (see POLYMER ASE-108)				
	1611	AEROSOL OT-75		1085	lb	174794
		AKTA-KLOR - 15% (9.69#/Gal. Density)			lb	
		- 25% (10.5#/Gal. Density)			lb	
		ALUM POTASSIUM (Obsolete)				
		AMA-10			lb	
		AMA-30			lb	
		AMMONIA			lb	
		AMMONIUM BIFLUORIDE (Obsolete)				
	2162	AMMONIUM HYDROXIDE		05	lb	17296
		AMSCO-515 SOLVENT (Obsolete)				
		AQUA TREAT DNM 30--SEE DNM 30 - BIOCID			lb	
		ARMAC 18D (Obsolete)				
		ARMAC HT (Obsolete)				
	130	ARMEEN 18D (Flake)		142	lb	18512
	214	ARMEEN HT		116	lb	24824
		ARQUAD 2C-75			lb	
		ASE-108 (See POLYMER ASE 108)				
		ASE-200 (Obsolete)				
	2830	ARBREAK 340D		104	lb	294320
	430	ARBREAK 454D		109	lb	46870
		ARMEEN C			lb	
	1204	Amphotexick		122		74645
	152	ALCO AR 940D		163		24776
		AMOUNT FORWARD				177294

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
		AMOUNT FORWARD			
1769	ARCO	1488	75		132782
1351	ARCO	1443	51		77002
2855	ARCO	1401	Do Not		
900	ALBREAK	2383D	110		99000
51	ARBREK	385DR R	75		3825
870	ARBREK	379R	85		73950
551	ARBREK	354R	89		491039
120	ARBREK	2168D	109		13080
70	AD	132	153		10710
83	ALBREAK	319D	99		8217
500	ARBREK	385R (SHAW)	75		37500
Page Total					510312
					147404

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			1151.00
		BTC 2125 (Obsolete)			
1936		BELCLENE 500 POLYMER	1.05	lb	2032.80
		BENZOTRIAZOLE (See COBRATEC 99F)			
3778		BORAX (5 Mol)	17	lb	642.30
140		BRIJ 35	10.58	lb	1472.00
		BRIQUETTE BINDER		qt	
		BUCKEYED CARBONMETHYL CELLULOSE		lb	
		BUTYL-CELLOSOLVE		lb	
2588		BARQUAT-MB-80	1.63	lb	4218.44
1412		Barquat 480	171		2411.52
		CMC 7LT (Obsolete)			
384		CAB-O-SIL	307	lb	1173.88
		CALCINED MAGNESIA (See MAGNESIUM OXIDE)			
		CAUSTIC POTASH (See POTASSIUM HYDROXIDE)			
		CAUSTIC SODA, Bead		lb	
2420		50% Liquid	08	lb	193.60
248		CETYL ALCOHOL, 90% Flake NF 7.4	121	lb	3000.80
282		CHARTER'S SOLVENT #2 (1.13/gal)	24.88	gal	704.67
500		CHROMIC ACID Do Not Exceed		lb	
510		CITRIC ACID	785	lb	4003.50
7		COBALT SULFATE (Monohydrate)	680	lb	47.60
745		COBRATEC 99, Powder	599	lb	443.55
1499		COBRATEC 99F (Flake)	596	lb	8934.04
1686		COCONUT OIL	37	lb	623.82
		COLLOID PCC-100N (Obsolete)			
		CYCLOCHEN GMS		lb	
927		CYCLOHEXYLAMINE	122	lb	1130.94
68		CARSONAM DC Do Not exceed		lb	
5594		CH-27 MAGNETIC FLUORESCENT	723	gal	397.65
Page Total					617132.65



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[illegible]

CHECK	QUANTITY	DESCRIPTION	✓	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD				740575
		IGEPAL CA 630			lb	
	15820	ISOPROPYL ALCOHOL, 99% (6.55#/Gal. Den)		33	lb	522060
					gal	
		KELTEX (Obsolete)				
		KELZAN (Obsolete)				
		KOH, 50% <i>See Potassium Hydroxide</i>			lb	
	31	LANOLIN		85	lb	2635
	610	LAS-99		62	lb	36905
	793	LITHIUM HYPOCHLORITE		1356	lb	107531
	302	MAGNESIUM OXIDE		31	lb	9362
		MAQUAT 1412			lb	
	221	MAQUAT 2525		163	lb	36512
	502	MARACEL XE <i>Do Not Extend</i>			lb	
	362	MARASPERSE N		36	lb	13032
	670	MAZU DF 210 SX		122	lb	81740
		MERCAPTO BENZO THIOZOLE (MBT) (Obsolete)				
	65	METHOCEL F4M		207	lb	13455
	40	METHYL PARASEPT		330	lb	13200
	360	METHYL SALICYLATE		124	lb	44640
	295	METHYLENE CHLORIDE <i>Do Not extend</i>			lb	
		METSO #20 Regular (Obsolete)				
		METSO ANHYDROUS			lb	
		METSO-REGULAR			lb	
	34	MAG. OX <i>Do Not extend</i>				
Page Total						881072
						8526080

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENDING
		AMOUNT FORWARD			(1-260) 00
		MINERAL OIL, Light		lb	
270		MINERAL SPIRITS 20	2	lb	59 40
				gal	
1270		MOLYBDIC OXIDE	5 48	lb	69 57 60
		MONATERIC CEM-38		lb	
		MONOSODIUM PHOSPHATE, ANH. (Obsolete)			
1410		MORPHOLINE	99	lb	135 90
		MURIATIC ACID (8.33#/Gal. Density)		lb	
				gal	
16		MEK	835		83 50
		NABE-M		lb	
5415		NACAP	51	lb	276 65
717-		NITRENE C	77	lb	552 09
545		NITRENE C "EXTRA"	64	lb	348 80
		OCTADECYLAMINE (Obsolete)			
1746		ORZAN LS	15	lb	26 90
		PACOTAN (Obsolete)			
1201		PAMAK W-4	235	lb	282 24
		PBS-AM		lb	
		PCC-100 N (Obsolete)			
		Page Total			112 705 03 979 123 82

QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
	AMOUNT FORWARD			
	PENNAD 150 (Diethylaminoethanol)		1b	
600	PERCOL #727	3.05	1b	1830.00
1090	PERCOL #728	3.20	1b	3488.00
	PETRO 98 (Obsolete)			
250	PETRO AD SPECIAL	74	1b	18500
64	PETRO AG SPECIAL	865	1b	5536
70	PETRO BA <i>DO NOT LIST</i>		1b	
	PETROLEUM NAPHTHA (See CHARTER'S SOLVENT #2)			
	PHENOLPHTHOLEIN (Technical)		1b	
250	PHOSPHATE PEARLS	1.00	1b	250.00
1094	PHOSPHORIC ACID, FG - 75%	35	1b	38290
1359	, Technical - 75%	35	1b	47565
	PHTHALIC, ANDRIDE (Obsolete)			
	PLURONIC F-68LF (Obsolete)			
	POLYFLO 100 LETDOWN		1b	
470	POLYFLO 122 LETDOWN <i>DO NOT LIST</i>		1b	
457	POLYMER ASE-108	52	1b	23764
	POLYOX (Obsolete)			
	POLYRAD 1110A (Obsolete)			
	POLYRAD 1505 (Obsolete)			
	POTASSIUM ALUM (Obsolete)			
	POTASSIUM BICHROMATE (Obsolete)			
14358	POTASSIUM HYDROXIDE - 50%	20	1b	287160
6160	POTASSIUM PERMANGANATE, Liquid	132	1b	813120
			gal	
	POTASSIUM PERMANGANATE, USP		1b	
452	PROPYLENE GLYCOL (Obsolete)			
94	PVP-15	396	1b	37224
1600	PURIFLOC A-23	345	1b	552000
	QUEBRACHO (Obsolete)			
Page Total				2543259
				1222547



CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			131 125 21
		SODIUM SACHRIN SOLUBLE POWDER (Obsolete)			
	275	SODIUM SILICATE "N"	165	lb	1588
	293	SODIUM STEARATE	885	lb	25931
	123	SODIUM SULFATE, Anhydrous	09	lb	1107
	783	SODIUM SULFITE, Photo Grade	27	lb	21141
	6650	SODIUM SULFITE, Technical	27	lb	178050
	872	SODIUM TRIPOLYPHOSPHATE, Food Grade	55	lb	112960
	2550	SODIUM TRIPOLYPHOSPHATE, Technical	42	lb	107100
		STERICIDE (Obsolete)			
		SULFAMIC ACID - CRYSTAL (DuPont)		lb	
	12,250	SULFAMIC ACID - CRYSTAL (Japanese)	34	lb	416500
	1968	SULFAMIC ACID - GRANULAR (DuPont)	47	lb	92496
	130	SULFURIC ACID	26	lb	780
		SURFYNOL 82 (Obsolete)			
	856	SODIUM NITRATE (Industrial)	19	lb	16264
	4657	SODIUM NITRITE (Food Grade)	34	lb	158338
	6x17#	Fused Sod. Bisulfate FREE			
	93	Sod Chlorate FREE SAMPLE			
		TALL OIL FATTY ACID		lb	
		TARTRAZINE CONCENTRATE		lb	
	2446	TETRA POTASSIUM PYROPHOSPHATE (TKPP)	205	lb	14260
		TETRA SODIUM PYROPHOSPHATE (TSPP)		lb	
	1122	TRIBUTYL PHOSPHATE (TBP)	202	lb	226044
	1863	TRIBUTYL TIN OXIDE (TBTQ)	807	lb	1099941
	10	TRIETHANALAMINE (TEA)	135	lb	1350
		TRISODIUM PHOSPHATE, Anhydrous (TSP)		lb	
		TRITON X-100 (See VWR 8N9)			
		TRITON X-200 (Obsolete)			
Page Total					2544552

265-5771 8411

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			242.21
492		Tergitol 15-S-2			
460		Tergitol 15-S-9	865		
873		UCON 50 HB 3520	1.05	lb	916.65
		UCON 50 HB 5100		lb	
		UNICOR LHS (Obsolete)			
		UNICOR PSC (Obsolete)			
539		VWR 8N9	885	lb	477.02
		VERSENE ACID (Obsolete)			
3110		VERSENE ACID - 100	49	lb	1523.90
2525		WSCP	1.85	lb	467.25
		WATER, DISTILLED)		gal	
		ZINC CHLORIDE		lb	
446		ZINC OXIDE	80	lb	356.80
35		ZINC STEARATE	135	lb	47.25
646		ZINC SULFATE MONOHYDRATE - 36%	34	lb	217.64
					821.251
Page Total					



[illegible]

## BALANCE FORWARDED \$

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		OBSOLETE AMOUNT FORWARD MATERIALS			
		ALUM POTASSIUM		Lb	
		AMMONIUM BIFLUORIDE		Lb	
		AMSCO (515 SOLVENT)		Lb	
		ARMAC 18D		Lb	
		ARMAC HT		Lb	
		ASE 200		Lb	
		BTC 2125		Lb	
		CMC 7LT		Lb	
		COLLOID PCC 100 N		Lb	
		DMAD		Lb	
		DIETHYLENE GLYCOL		Lb	
		DIETHYLTHIOUREA		Lb	
		DOWANOL PIBT		Lb	
		FOSTEX M		Lb	
		HI SIL #233		Lb	
		HYPLOW SUPER CEL		Lb	
		KELTEX		Lb	
		KELZAN		Lb	
		PAGE TOTAL			

## OBSOLETE RAW MATERIALS (PAGE 11)

BALANCE FORWARDED \$

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			
		MERCAPTO BENZO THIOZOLE (MBT)		Lb	
		METSO #20 REGULAR		Lb	
		MONOSODIUM PHOSPHATE, ANHY.		Lb	
		OCTADECYLAMINE		Lb	
		PACOTAN		Lb	
		PHTHALIC ANHYDRIDE		Lb	
		PETRO 98		Lb	
		PLURONIC F-68LF		Lb	
		POLYOX		Lb	
		POLYRAD 1505		Lb	
		POTASSIUM ALUM		Lb	
		POTASSIUM BICHROMATE		Lb	
		PROPYLENE GLYCOL		Lb	
		QUEBRACHO		Lb	
		RETEN A-1		Lb	
		PAGE TOTAL			

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DATE

9. 1. 50

## INVENTORY

WATER SERVICES DIVISION

PAGE

SHEET NO.

PRICED BY

Peggy Beall

CALLED BY Dave Shell

DEPARTMENT

FINISHED GOODS

EXTENDED BY

ENTERED BY Dave Shell

LOCATION

BURBANK

EXAMINED BY

EACH

CHECK	QUANTITY	DESCRIPTION	✓	PRICE	UNIT	EXTENSIONS
WT-110	5	A-90 per gallon (55s)		123 78	gal	
	4	BP-25 (30s)		71 22	gal	358 65
		( 5s)		12 99	gal	51 96
		(4/1s)x4		13 18	gal	
		( 1s)		3 30	gal	
					lb	
					blk	
WT-100		A-90 SPECIAL per gallon (55s)			gal	
		(30s)			gal	
		( 5s)			gal	
					lb	
					blk	
WT-130	8	ALL-MET DESCALER per pound 425#		194 04	lb	
		100#		50 70	lb	
		50#		24 02	lb	176 16
		25#		13 16	lb	
					lb	
					blk	
LC-101	2	ALU-KLEEN per gallon (55s)		74 81	gal	
		(30s)		47 40	gal	
		( 5s)		8 81	gal	
		(4/1s)x4		7 16	gal	14 32
		( 1s)		1 29	gal	
					lb	
					blk	
WT-133	1	ANTIFOAM SL per gallon (55s)		64 62	gal	
		(30s)		39 61	gal	
		( 5s)		7 63	gal	
		(4/1s)x4		8 87	gal	
		( 1s)		2 22	gal	
					lb	
					blk	
AMOUNT FORWARD						617 59

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
		AMOUNT FORWARD			
-109		AUTO CLAVE per gallon ( 5s)	15 85	gal	
		(4/1s)x4	12 92	gal	
		( 1s)	3 23	gal	
				lb	
				blk	
VT-191	2	B-83 per gallon (55s)	98 77	gal	197 76
		(30s)	58 03	gal	
	4	( 5s)	10 71	gal	43 24
				lb	
				blk	
IT-190	15	B-85P per gallon (55s)	62 25	gal	933 75
	2	(30s)	38 40	gal	76 80
	6	( 5s)	6 54	gal	39 24
				lb	
				blk	
T-223		B-85P EXPORT ONLY per gallon (55s)		gal	
		(30s)		gal	
		( 5s)		gal	
				lb	
				blk	
T-102	6	B-85V per gallon (55s)	73 47	gal	440 82
		(30s)	44 25	gal	
	5	( 5s)	7 47	gal	37 35
				lb	
				blk	
T-109		BP-25 per gallon (55s)		gal	
		See A-90 (30s)		gal	
		( 5s)		gal	
		(4/1s)x4		gal	
		( 1s)		gal	
				lb	
				blk	
Page Total					1778 41 00
					124 01 09

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT	TOTAL
AMOUNT FORWARD					
108		BP-50 per gallon (55s)		gal	
		(30s)		gal	
		( 5s)		gal	
				lb	
				blk	
BRINE CORROSION CONTROL (SEE WT-168, K-72)					
237		BULLDOZER per gallon (55s)	70 67	gal	
	1	(30s)	42 59	gal	42 59
	1	( 5s)	8 16	gal	8 16
		(4/1s) x 4	9 27	gal	
	1	( 1s)	2 32	gal	2 32
				lb	
				blk	
184		CLT-35 per gallon (55s)	211 68	gal	
		(30s)	119 85	gal	
		( 5s)	21 01	gal	
		(4/1s)		gal	
		( 1s)		gal	
				lb	
				blk	
85		CLT-40 per gallon (55s)	163 20	gal	
	1	10L-770 (30s)	93 35	gal	93 35
		( 5s)	16 61	gal	
		(4/1s) x 4		gal	
		( 1s)		gal	
				lb	
				blk	
87	6	CLT-50 per gallon (55s)	137 54	gal	825 24
	2	(30s)	78 96	gal	157 92
	6	( 5s)	13 33	gal	79 98
		(4/1s) x 4		gal	
		( 1s)		gal	
				lb	
				blk	
Page Total					1609 56
					136 11 65

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	AMOUNT
		AMOUNT FORWARD			
-175		CLT-60 per gallon (55s)	122	gal	
		(30s)	110	gal	
		( 5s)	19	gal	
		(4/1s)x4	18	gal	
		( 1s)		gal	
				lb	
				blk	
T-252	2	CLT-66 per gallon (55s)	180	gal	360
		(30s)	102	gal	
	1	( 5s)	17	gal	17
		(4/1s)x4		gal	
		( 1s)		gal	
				lb	
				blk	
COOLING WATER CONTROL, SEE KP-70, WT-116					
-244		D-84 per gallon (55s)	192	gal	
		(30s)	112	gal	
	1	( 5s)	19	gal	19
		(4/1s)x4		gal	
		( 1s)		gal	
	943		311	lb	
				blk	
-153		DB-31 per pound 425#		lb	
		1 PL-970 100#		lb	
		50#		lb	
		25#		lb	
				lb	
				blk	
-154		DB-33 per gallon (55s)		gal	
		1 PL-972 (30s)		gal	
		( 5s)		gal	
		(4/1s)x4		gal	
		( 1s)		gal	
				lb	
				blk	
Page Total					7144
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CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	AMOUNT
		AMOUNT FORWARD			
-232	2	DESCALER 60 per gallon ( 5s)	23 48	gal	
		(4/1s)x4	21 50	gal	
		( 1s)		gal	
	950			lb	
			378	blk	378 10
WT-146	36	DESCALER G per gallon ( 5s)	805	gal	28980
	7	(4/1s)x4	917	gal	6419
	13	( 1s)	229	gal	29177
				lb	
				blk	
		DPL-5100 531.55# (55s)		lb	
		290.10# (30s)		lb	
		48.35# ( 5s)		lb	
		38.68# (4/1s)		lb	
		9.67# ( 1s)		lb	
				lb	
				blk	
		DPL-5115 425#		lb	
		100#		lb	
		50#		lb	
		25#		lb	
				lb	
				blk	
		DPL-5150 510.00# (55s)		lb	
		278.00# (30s)		lb	
		46.40# ( 5s)		lb	
		37.12# (4/1s)		lb	
		9.28# ( 1s)		lb	
				lb	
				blk	
		DPL-5210 560.00# (55s)		lb	
		306.00# (30s)		lb	
		50.90# ( 5s)		lb	
		40.72# (4/1s)		lb	
		10.18# ( 1s)		lb	
				lb	
				blk	
Page Total					80882
					51 8590

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT
		AMOUNT FORWARD		
	DPL-5750	442.75# (55s)		lb
		241.50# (30s)		lb
		40.25# ( 5s)		lb
		32.20# (4/1s)		lb
		8.05# ( 1s)		lb lb blk
	DPL-5900	385.00# (55s)		lb
		210.00# (30s)		lb
		35.00# ( 5s)		lb
		28.00# (4/1s)		lb
		7.00# ( 1s)		lb lb blk
	DPL-5920	404.25# (55s)		lb
		36.75# ( 5s)		lb
				lb blk
	DPL-5968	per pound 425#		lb
		400#		lb
		100#		lb
		50#		lb lb blk
-189	DR-20	per pound 425#	204 15	lb
		400#	193 31	lb
		100#	57 23	lb
		50#	27 29	lb lb blk
301	DYE CONCENTRATE FOR IPL-350	per gal. 5s		gal lb blk
Page Total				512590

CHECK	QUANTITY	DESCRIPTION	AMOUNT FORWARD	UNIT	PRICE	TOTAL
						5115.90
-113	230	E-57V per pound 300#	119 52	lb		
		85#	42 60	lb		
		30#	15 68	lb		
			3 38	blk		91 54
WT-251	X	E-59 per pound 300#		lb		
		see IPL-570 75#		lb		
				lb		
				blk		
WT-275	5	#899 SYSTEM CLEANER Per. gallon (55s)	88 25	gal		441 25
		(30s)	52 04	gal		
	2	( 5s)	8 79	gal		17 58
		(4/1s)x4	10 68	gal		
	3	( 1s)	2 57	gal		5 01
				lb		
				blk		
WT-120		F-44 per pound 300#		lb		
		see IPL-950 75#		lb		
		30#		lb		
				lb		
				blk		
WT-148	X	F-91G per pound 425#		lb		
		IPL-330 100#		lb		
		50#		lb		
		25#		lb		
				lb		
				blk		
WT-263	1	FORMULA NO. 870 per gallon (55s)	191 04	gal		191 04
		KP-1 (30s)		gal		
		( 5s)		gal		
	23	(4/1s)x4	16 23	gal		373 29
	5	( 1s)	4 06	gal		240 30
	520		30 1	lb		1910 84
				blk		
Page Total						11323 85
						6151 975

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	AMOUNT
		AMOUNT FORWARD			
264	3	FORMULA NO. 875 per gallon (55s)	74 25	gal	222 75
	2	(30s)	44 47	gal	88 94
	1	( 5s)	7 56	gal	7 56
		(4/1s)x4	9 63	gal	
		( 1s)		gal	
	168		15	lb	2520
WT-260	4	FORMULA NO. 877 per gallon (55s)	159 10	gal	636 40
		(30s)	90 88	gal	
	1	( 5s)	16 26	gal	16 26
		(4/1s)x4		gal	
		( 1s)		gal	
				lb	
				blk	
WT-265	2	FORMULA NO. 880 per gallon (55s)	138 58	gal	277 16
		(30s)	79 65	gal	
		( 5s)	14 32	gal	
		(4/1s)x4	14 15	gal	
		( 1s)	3 54	gal	
	84		25	lb	2100
				blk	
WT-262		FORMULA NO. 883 per gallon (55s)	109 95	gal	
		(30s)	64 11	gal	
	5	( 5s)	11 75	gal	58 25
		(4/1s)x4	12 15	gal	
	1	( 1s)	3 04	gal	3 04
				lb	
				blk	
T-261	2	FORMULA NO. 885 per gallon (55s)	118 74	gal	237 48
		(30s)	68 70	gal	
	1	( 5s)	11 61	gal	11 61
		(4/1s)x4	12 21	gal	
	3	( 1s)	3 23	gal	9 69
	192		25	lb	4800
				blk	
Page Total					16167 36
					181 87 05

ITEM	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			8151.21
270	4	FORMULA NO. 890 per gallon (55s)	94.97	gal	379.08
	2	L-94 (30s)	55.58	gal	111.16
	7	(5s)	9.36	gal	65.52
		(4/1x)x4	11.11	gal	
		(1s)	2.78	gal	
				lb	
				blk	
20		FSL-4115 per pound <sup>25#</sup> (3 1/2 gals)	18.91	lb	379.60
		See K-87 18 L-115		lb	
				blk	
		FSL-4117 per pound <sup>25#</sup> (3 1/2 gals)	21.22	lb	
				lb	
				blk	
7		FSL-4167 per gallon (5 gals)	18.44	gal	129.08
				lb	
				blk	
		FSL-4217 per gallon (5 gals)	23.02	gal	
				lb	
				blk	
13		FSL-4227 per gallon (5 gals)	29.82	gal	387.66
		2 x 55 30.18 397 F Bulk 51		lb	420.56
				blk	226.29
25		FSL-4260 per gallon (5 gals)	11.17	gal	279.25
				lb	
				blk	
		FSL-4290 per gallon <sup>55 gal</sup> (5 gals)	27.50	gal	
				lb	
				blk	
1		FSL-4299 per gallon (5 gals)	12.00	gal	12.00
				lb	
				blk	
		FSL-4337 per pound <sup>25#</sup> (3 1/2 gals)	14.83	lb	
				lb	
				blk	
		FSL-4350 4357 per gallon (5 gals)	8.18	gal	
				lb	
				blk	
		FSL-4397 per pound <sup>5 gal</sup> (3 1/2 gals)	30.69	lb	
				lb	
				blk	
		FSL-4530 per gallon (5 gals)		gal	
				lb	
				blk	
19		FSL-4537 (Modified) per gallon (5 gals)	8.31	gal	157.89
				lb	
				blk	
Page Total					2114.59
					1057.14

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			
	16	FSL-4547 per gallon (5 gals)	12 91	gal	209 56
	135		7 91	lb blk	39 15
		FSL-4650 per gallon (5 gals)	7 63	gal	
				lb blk	
	6	FSL-4690 per pound (3 1/2 gals)		lb	
				lb blk	
		FSL-4696			
	19	FSL-4697 per pound (3 1/2 gals)	8 43	lb	160 17
	→ 1X100		28 77	lb blk	25 77
	7	FSL-4721 per gallon (5 gals)	31 02	gal	217 14
	294		7 91	lb blk	21 56
		FSL KP-1 per gallon (5 gals)		gal	
				lb blk	
		FSL M-40 ALGAECIDE per gallon (5 gals)		gal	
				lb blk	
	28	FSL 4357 4X1	110 41	CS	309 12
	11	5	81 8	S	89 98
	432	Bulk	15 41		64 80
	456	FSL 4280 Bulk lb	83		378 48
Page Total					1171 123
					1523 07

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
		AMOUNT FORWARD			
137		G-14, STEAM TREAT. per gallon (55s)	77 62	gal	
		(30s)		gal	
		( 5s)	880	gal	
		(4/1s)x4		gal	
		( 1s)		gal	
				lb	
				blk	
-103		G-30 per gallon (55s)	177 58	gal	
		(30s)	100 96	gal	
	2	( 5s)	17 91	gal	35 88
		(4/1s)x4	17 00	gal	
		( 1s)	4 25	gal	
				lb	
				blk	
-250		G-OXY-15 per gallon (55s)		gal	
		(30s)		gal	
		( 5s)		gal	
		(4/1s)x4		gal	
		( 1s)		gal	
				lb	
				blk	
100	12	HAND LOTION, per gallon (4/1s)x4	9 28	gal	111 36
		COSMEDIC ( 1s)	2 37	gal	
		per case (24/8-oz)	9 45	cs	
		(1 btl)	29	8-oz.	
				lb	
				blk	
-188		ICE MACHINE CLNR per gallon ( 5s)		gal	
	3	(4/1s)x4	23 90	gal	71 70
		( 1s)	5 97	gal	
		(24/8-oz)	15 50	cs	
	5	(1 btl)	65	8-oz.	325
	180		50	lb	104 40
				blk	
Page Total					324 59
					1291 45 66

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
		AMOUNT FORWARD			127266
		IPL-115 Per Pound 425#	292 90	1b	
		K-87 400#	276 15		
		100#	73 96	1b	
		50#	35 65	1b	
		25#	18 98	1b	
				1b blk	
1	IPL-150	510.00# ( 55s)	217 64	1b	217 64
		278.00# ( 30s)	122 91	1b	
		( 5s)	21 18	1b	
				1b blk	
12	IPL-160	528.00# ( 55s)	260 08	1b	3120 96
4		288.00# ( 30s)	145 66	1b	582 64
3		( 5's)	24 02		72 06
216		Bulk	49		105 84
				1b 1b blk	
6	IPL-162	490.00# ( 55s)	142 19	1b	853 14
6		267.00# ( 30s)	81 47	1b	753 52
				Tb blk	
Page Total					154141 16
					1184716 76



CK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXT. DNG
		AMOUNT FORWARD			184076
	2	IPL-100 560.00# (55s)	263 66	1b	527 32
	2	306.00# (30s)	147 81	1b	295 62
		50.90# ( 5s)	25 57	1b	
		40.72# (4/1s)		1b	
		10.18# ( 1s)		1b	
224			50	1b blk	112 0
		IPL-110 750.00# (55s)		1b	
		409.00# (30s)		1b	
		68.20# ( 5s)		1b	
		54.56# (4/1s)		1b	
		13.64# ( 1s)		1b	
105			58	1b blk	6270
4	IPL-200 509.00# (55s)	101 23	1b		404 92
3	278.00# (30s)	59 15	1b		177 45
2	46.25# ( 5s)	10 04	1b		200 8
	37.00# (4/1s)		1b		
	9.25# ( 1s)		1b blk		
12	IPL-210 560.00# (55s)	183 87	1b		2206 44
1	KPCA 306.00# (30s)	104 36	1b		104 36
	50.90# ( 5s)		1b		
	40.72# (4/1s)		1b		
	10.18# ( 1s)		1b		
184			35	1b blk	6940
	IPL-215 493.00 (55s)	154 18	1b		
	269.00# (30s)	87 78	1b		
3	44.80# ( 5s)	14 84	1b		44 52
	35.84# (4/1s)		1b		
	8.96# ( 1s)		1b blk		
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HECK	QUANTITY	DESCRIPTION		✓	PRICE	UNIT	EXTENSIONS			
		AMOUNT FORWARD								
		IPL-220	555.00# (55s)		302 14	lb				
			303.00# (30s)		168 85	lb				
			50.45# ( 5s)			lb				
			40.36# (4/1s)			lb				
			10.09# ( 1s)			lb				
						lb				
						blk				
	4	IPL-250	540.00# (55s)		289 05	lb			836 20	
			295.00# (30s)		117 97	lb				
	1		49.10# ( 5s)		19 85	lb			119 85	
			39.28# (4/1s)			lb				
			9.82# ( 1s)			lb				
						lb				
						blk				
		IPL-260	506.00# (55s)			lb				
			276.00# (30s)			lb				
			46.00# ( 5s)			lb				
			36.80# (4/1s)			lb				
			9.20# ( 1s)			lb				
						lb				
						blk				
	4	IPL-270	516.00# (55s)		285 98	lb			1143 92	
			281.00# (30s)		159 98	lb				
	3		46.90# ( 5s)		550 18	lb			82 50	
			37.52# (4/1s)			lb				
			9.38 ( 1s)			lb				
	106				55	lb			58 30	
						blk				
		IPL-280	486.00# (55s)		400 77	lb				
			265.00# (30s)		222 61	lb				
	5		44.20# ( 5s)		38 07	lb			190 35	
			35.36# (4/1s)			lb				
			8.84 ( 1s)			lb				
						lb				
						blk				
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CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			6475.89
	8	IPL-310 580.00# (55s)	167 14	1b	1281 12
		316.00# (30s)	91 19	1b	
13	L-70	52.73# (5s)	15 46	1b	200 75
17		42.20# (4/1s)	15 97	1b	191 64
		10.55# (1s)	3 97	1b	
160			57	1b	
			blk		52 80
	IPL-330	per pound 47.5#	205 94	1b	
	F-91 G	100#	53 50	1b	
		50#			
		25#	13 86	1b	
675		50#	25 49	1b	
			blk		330 75
	IPL-340	493.00# (55s)	149 36	1b	
4		296.00# (30s)	41 75	1b	167 00
1		44.80# (5s)	7 25	1b	72 5
		35.84# (4/1s)		1b	
		8.96# (1s)		1b	
84			14	1b	
			blk		111 76
9	IPL-350	531.00# (55s)	97 16	1b	274 44
5	L-92	290.00# (30s)	56 90	1b	289 80
1	ST-92	48.25# (5s)	9 60	1b	91 60
		38.60# (4/1s)		1b	
		9.65# (1s)		1b	
250			11	1b	
			blk		47 50
1	IPL-400	454.00# (55s)	441 13	1b	441 13
		247.00# (30s)	245 17	1b	
1		41.00# (5s)	41 90	1b	41 90
		(4/1s)		1b	
		(1s)		1b	
201			18	1b	
			blk		191 98
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CHECK	QUANTITY	DESCRIPTION	✓	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARDED				2887.50
		IPL-440 455.00# (55s)			1b	
		<del>(Discontinued)</del> 248.00# (30s)			1b	
3		42.00# (5s)		36 12	1b	1083
		33.08# (4/1s)			1b	
		8.27# (1s)			1b	
599				82	1b blk	491 18
		IPL-450 525.00# (55s)		326 7	1b	
		M-55 287.00# (30s)		195 82	1b	
31		48.00# (5s)		33 87	1b	1048 42
		38.24# (4/1s)		29 65	1b	
3		9.56# (1s)		7 41	1b	22 23
909				62	1b blk	563 58
5		IPL-480 506.00# (55s)		282 80	1b	1414 78
		M-77 276.00# (30s)		172 41	1b	
		46.00# (5s)		27 87	1b	
		(4/1s)		26 81	1b	
		(1s)		6 70	1b	
					1b blk	
		IPL-484 533.00# (55s)		335 34	1b	
1		291.00# (30s)		186 88	1b	186 88
		48.45# (5s)			1b	
		38.76# (4/1s)			1b	
		9.69# (1s)			1b	
					1b blk	
6		IPL-485 578.00# (55s)		343 33	1b	2059 97
		315.00# (30s)		204 99	1b	
		52.55# (5s)			1b	
		52.04# (4/1s)			1b	
		10.51# (1s)			1b	
					1b blk	
Page Total						5574 63

[illegible]

CHECK	QUANTITY	DESCRIPTION		PRICE	UNIT	EXTENSIONS	
		AMOUNT FORWARD					210150
	12	IPL-542	481.25# (55s)	100 45	lb		1103 45
			262.50# (30s)	58 44	lb		
	1		43.75# (5s)	9 86	lb		73 6
			35.00# (4/1s)		lb		
			8.75# (1s)		lb		
					lb		
					blk		
		<del>IPL-550</del>	517.00# (55s)		lb		
			282.00# (30s)		lb		
			47.00# (5s)		lb		
			37.60# (4/1s)		lb		
			9.40# (1s)		lb		
					lb		
					blk		
		IPL-557	586.85# (55s)	330 79	lb		
			320.10# (30s)	184 43	lb		
	4		53.35# (5s)	31 03	lb		124 12
			42.68# (4/1s)		lb		
			10.67# (1s)		lb		
					lb		
					blk		
		IPL-558	519.75# (55s)	213 58	lb		
			283.50# (30s)	120 67	lb		
			47.25# (5s)		lb		
			37.80# (4/1s)		lb		
			9.45# (1s)		lb		
					lb		
					blk		
	1	IPL-559	491.15# (55s)	123 86	lb		123 86
			267.90# (30s)	71 71	lb		
			44.65# (5s)		lb		
			35.72# (4/1s)		lb		
			8.93# (1s)		lb		
					lb		
					blk		
	2	IPL-542	55	148 65			327 30
	1		30	85 13			55 13
							59 92
	192	Bulk		31	Page Total		11705 19

CK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			
		IPL-570 per pound 300#	119 11	lb	
		75#	56 65	lb	
273			6)	lb	
				blk	171 99
		IPL-572 per pound 300#	230 16	lb	
		75#	66 94	lb	
48			17	lb	
				blk	36 96
4		IPL-600 506.00# (55s)	126 36	lb	504 26
3		276.00# (30s)	72 78	lb	218 36
4		46.00# (5s)	12 24	lb	49 04
		36.80# (4/1s)		lb	
		0.20# (1s)		lb	
454			26	lb	
				blk	12 04
		IPL-605 502.15# (55s)		lb	
		(Formerly IPL-540D) 273.90# (30s)		lb	
		45.65# (5s)		lb	
		36.52# (4/1s)		lb	
		9.13# (1s)		lb	
				lb	
				blk	
		IPL-640 459.80# (55s)	120 23	lb	
		250.80# (30s)	69 67	lb	
2		41.80# (5s)	12 35	lb	24 70
		33.44# (4/1s)		lb	
		8.36# (1s)		lb	
				lb	
				blk	
		IPL-650 650.10# (55s)	161 96	lb	
2	Supplement B	354.60# (30s)	92 48	lb	184 84
2		59.10# (5s)	17 39	lb	34 78
		47.28# (4/1s)	15 61	lb	
		11.82# (1s)	3 78	lb	
30			28	lb	
				blk	8 40
		Page Total			1133 33

CHECK	QUANTITY	DESCRIPTION	✓	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD				
		IPL-652 (55s)			lb	
1		(30s)		54 22	lb	54 22
		( 5s)			lb	
		(4/1s)			lb	
		( 1s)			lb	
356				17	lb blk	60 52
		IPL-665 per pound 400#		160 55	lb	
		100#		49 54	lb	
		50#		23 30	lb	
					lb blk	
		IPL-670 per pound 425#		245 20	lb	
		100#		67 39	lb	
		50#		32 22	lb	
					lb blk	
5		IPL-672 541.75# (55s)		174 10	lb	87 50
		295.50# (30s)		99 07	lb	
		49.25# ( 5s)		17 52	lb	
		39.40 (4/1s)			lb	
		9.85# ( 1s)			lb	
395				32	lb blk	126 40
		IPL-690 per pound 425#		145 16	lb	
1		Supplement S 100#		43 85	lb	43 85
19		50#		20 15	lb	383 55
2		25#		10 25	lb blk	20 50
		IPL-692 574.20# (55s)			lb	
		See Supp SW 313.20# (30s)			lb	
		52.20# ( 5s)			lb	
		41.76# (4/1s)			lb	
		10.44# ( 1s)			lb	
					lb blk	
				Page Total		1156 44



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CHECK	QUANTITY	DESCRIPTION		PRICE	UNIT	EXTENSIONS			
		AMOUNT FORWARD							
		IPL-730	434.50# (55s)	305 17	1b				
			237.00# (30s)	170 39	1b				
			39.50# ( 5s)		1b				
			31.60# (4/1s)		1b				
			7.90# ( 1s)		1b				
					1b				
					blk				
8		IPL-740	445.50# (55s)	235 41	1b			188	328
2			243.00# (30s)	132 19	1b			264	58
1			40.50# ( 5s)	22 39	1b			22	39
			32.40# (4/1s)		1b				
			8 10# ( 1s)		1b				
197					1b				
					blk			109	41
		IPL-750	442.75# (55s)	154 31	1b				
			241.50# (30s)	88 30	1b				
3			40.25# ( 5s)	15 55	1b			46	35
			32.20# (4/1s)		1b				
			8.05# ( 1s)		1b				
222					1b				
					blk			77	70
		IPL-770	449.90# (55s)		1b				
		See C L T-40	245.40# (30s)		1b				
			40.90# ( 5s)		1b				
			32.72# (4/1s)		1b				
			8.18# ( 1s)		1b				
					1b				
					blk				
		IPL-900	378.00# (55s)	180 95	1b				
		Puro Plus 10	(30s)		1b				
			35.00# ( 5s)	19 56	1b				
			(4/1s)		1b				
			( 1s)		1b				
					1b				
					blk				
Page Total								237	51

Page Total

[illegible]

ECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			
186		K-25 PHOS. Pearls per pound 425#		lb	
	1	100#	116 59	lb	116 59
		60#		lb	
		50#		lb	
	1	25#	30 37	lb	30 37
				blk	
168		K-72 per pound 425#	158 50	lb	
		100#	46 99	lb	
				blk	
19	4	K-86 per gallon (55s)	331 65	gal	1326 60
	4	(30s)	338 25	gal	1353 00
		( 5s)		gal	
		(4/1s)x4		gal	
		( 1s)		gal	
	59?		5'	lb blk	5' P ?
64	X	K-87 per pound 425#		lb	
		PL-11S 400#		lb	
		100#		lb	
		50#		lb	
		25#		lb	
				blk	
11	2	KLEEN KOIL per gallon (55s)	92 95	gal	185 90
	6	(30s)	57 60	gal	345 60
	2-	( 5s)	11 20	gal	22 40
		(4/1s)x4	8 48	gal	
	2	( 1s)	2 12	gal	22 4
	449		8	lb blk	85 31
	250	K 91 inventory			
<b>Page Total</b>					<b>3827 74</b>

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			4116.77
128	9	KLEEN KOIL II per gallon (55s)	118 11	gal	1102.99
		(30s)	67 00	gal	
	3	( 5s)	11 99	gal	35.97
	12	(4/1s)x4	9 21	gal	110.64
		( 1s)	2 31	gal	
	39.90	(420 gal x 9.5%)	23	blk	917.70
-203	X	KP-1 per gallon (55s)		gal	
		(formerly KP-75) (30s)		gal	
		Formula 870 ( 5s)		gal	
		(4/1s)x4		gal	
		( 1s)		gal	
				lb	
				blk	
-210	1	KP-20 per gallon (55s)	67 43	gal	67.43
		(30s)	41 12	gal	
	4	( 5s)	7 89	gal	31.56
		(4/1s)x4		gal	
		( 1s)		gal	
				lb	
				blk	
-192	14	KP-40 per gallon (55s)	76 18	gal	1066.52
		(30s)	45 57	gal	
		( 5s)	7 72	gal	
		(4/1s)x4		gal	
		( 1s)		gal	
	95.59	(8.69 X 1100 gal)	16	lb	1527.44
				blk	
-236	X	<del>KP-40A</del> KP-45 per gallon (55s)	110 16	gal	
		(30s)	64 12	gal	
	336	bulk	24	gal	8064
				gal	
				gal	
	7	KP-50 55	123 65	lb	865.76
	2	30	71 48	blk	142.96
	5	5 bulk	12 07		60.35
Page Total					5971.96

HECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			
15	11	KP-60 per gallon (55s)	115 77	gal	12938
		(30s)	66 20	gal	
		( 5s)	11 17	gal	
		(4/1s)x4		gal	
		( 1s)		gal	
				lb	
				blk	
225	X	KPCA per gallon (55s)		gal	
		See 1PL-210 (30s)		gal	
		( 5s)		gal	
		(4/1s)x4		gal	
		( 1s)		gal	
				lb	
				blk	
105		L-70 per gallon (55s)		gal	
		See 101-310 (30s)		gal	
		( 5s)		gal	
		(4/1s)x4		gal	
		( 1s)		gal	
				lb	
				blk	
165	X	L-92 per gallon (55s)		gal	
		See 101-310 (30s)		gal	
		( 5s)		gal	
		(4/1s)x4		gal	
		( 1s)		gal	
				lb	
				blk	
248	1	L-94 per gallon (55s)	91 77	gal	9477
		See <del>101-310</del> (30s)		gal	
	1	<del>101-310</del> ( 5s)	9 36	gal	936
		(4/1s)x4		gal	
		( 1s)		gal	
				lb	
				blk	
	1	KP42 ( 5)	14 84		1484
	16	Bulk	31		1736
Page Total					1139222

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CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD		V	592.65
-135	M-80T	per gallon (55s)	217 <sup>05</sup>	gal	
	(30s)		122 <sup>15</sup>	gal	
11	(5s)		20 <sup>63</sup>	gal	226 <sup>00</sup>
5	(4/1s)x4		19 <sup>74</sup>	gal	95 <sup>20</sup>
1	(1s)		4 <sup>49</sup>	gal	4 <sup>49</sup>
272			5 <sup>21</sup>	lb blk	14 <sup>64</sup>
T-300	MO-ADDITIVE	per pound 425#	68 <sup>03</sup>	lb	
				lb blk	
T-233	N-30 NEUTRALIZER	per pound 100#	24 <sup>09</sup>	lb	24 <sup>09</sup>
2	(6/9#s) 54#		21 <sup>07</sup>	lb	42 <sup>14</sup>
1	50#		10 <sup>57</sup>	lb	10 <sup>57</sup>
	(6/8#s) 48#			lb	
13	25#		7 <sup>75</sup>	lb	100 <sup>75</sup>
2	'IND Buttes ) 1/9"		3 <sup>51</sup>	lb blk	7 <sup>02</sup>
S-103	NEUTRA-SOLV	per gallon (55s)	86 <sup>90</sup>	gal	
5	(30s)		54 <sup>33</sup>	gal	221 <sup>65</sup>
1	(5s)		10 <sup>34</sup>	gal	10 <sup>34</sup>
13	(4/1s)x4		8 <sup>03</sup>	gal	104 <sup>39</sup>
2	(1s)		2 <sup>00</sup>	gal	4 <sup>00</sup>
1050	(8.4 x 125 gal)		19	lb blk	199 <sup>50</sup>
S-122	NU-BRITE,	per gallon (4/1s)x4	8 <sup>20</sup>	gal	
	TILE CLEANER	(1s)	2 <sup>05</sup>	gal	
224			22	lb blk	49 <sup>28</sup>
T-155	140-P pH CONTROL	per pound 425#	155 <sup>95</sup>	lb	
	100#		46 <sup>39</sup>	lb	
	50#		21 <sup>72</sup>	lb	
	25#		13 <sup>32</sup>	lb	
				lb blk	
				V	
				V	
Page Total:					11295 <sup>29</sup>

[illegible]

[illegible]

[illegible]

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
		AMOUNT FORWARD			272.10
		SPL-1780 per gallon (55s)		Gal	
		(30s)		Gal	
		( 5s)		Gal	
		See 7.10 1 PL-31		lb blk	
		<del>SPL-1901 per gallon (55s)</del>		Gal	
		<del>(30s)</del>		Gal	
		<del>( 5s)</del>		Gal	
		<del>(4/1s)</del>		Gal	
		<del>( 1s)</del>		Gal	
				lb blk	
		SPL-2692 per gallon (55s)		Gal	
		(30s)		Gal	
		( 5s)		Gal	
		See DEF 1662		lb blk	
				lb blk	
3		SPL-1215 55	163 17		189 57
5		5	16 25		81 25
1		SPL-1760 55	118 56		118 56
126		SPL 1091 per gallon			
Page Total					620 32

CHECK	QUANTITY	DESCRIPTION	✓	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD				
		SPL-1201 (9.75°) 536.25# (55s)		295 91	lb	
		292.50# (30s)		165 72	lb	
					lb	
					blk	
		SPL-1202 (9.57°) 526.35# (55s)		248 47		
		287.10# (30s)		139 76	lb	
					lb	
					blk	
		SPL-1220 per gallon (55s)			gal	
		(30s)			gal	
					lb	
					blk	
		SPL-1312 per gallon (55s)			gal	
		(30s)			gal	
					lb	
					blk	
-----STEAMLINE TREATMENT, SEE G-14, WT-137-----						
5-110		STERI-CLAVE per case (12/8-oz)			cs	
		per bottle			8-oz.	
					lb	
					blk	
-125		SUPPLEMENT B per gallon (55s)			gal	
		See 1PL-650 (30s)			gal	
		( 5s)			gal	
		(4/1s)x4			gal	
		( 1s)			gal	
					lb	
					gal	
				Page Total		

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			433.18
132		SUPPLEMENT C per gallon (55s)	91 95	gal	
		(30s)	54 22	gal	
		( 5s)	10 09	gal	
		(4/1s)x4		gal	
		( 1s)		gal	
				lb	
				blk	
T-170	2	SUPPLEMENT P per gallon (55s)	89 02	gal	178 04
		(30s)	52 91	gal	
		( 5s)		gal	
		(4/1s)		gal	
		( 1s)		gal	
	312		19	lb	59 28
				blk	
T-166	X	SUPPLEMENT S per pound 425#		lb	
		See IRL-690 400#		lb	
		100#		lb	
		50#		lb	
				lb	
				blk	
T-128	X	SUPPLEMENT SM per pound 425#		lb	
		See IRL-693 100#		lb	
		50#		lb	
		25#		lb	
				lb	
				blk	
T-131		SUPPLEMENT SM/LIQ. per gallon (55s)	113 49	gal	
	1	IRL-694 (30s)	65 98	gal	65 98
		( 5s)	12 03	gal	
		(4/1s)x4		gal	
		( 1s)		gal	
	602		24	blk	132 44
Page Total					433 18

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			167.50
129	1	SUPPLEMENT SW per gallon (55s)	167.50	gal	167.50
	1	(30s)	95.58	gal	95.58
		(5s)	16.96	gal	
		(4/1s)x4		gal	
		(1s)		gal	
	299		29	lb	86.71
				blk	
143	2	2-CH ALGAECIDE per pound 100#	151.15	lb	302.30
	1	50#	73.52	lb	73.52
		(6/6#) 36#	64.64	lb	
	5	25#	39.22	lb	196.10
				lb	
				blk	
157		T.B. DEFOAMER per gallon (5s)	70.87	gal	
		(4/1s)x4	59.13	gal	
	221	T.B. Del. (15s)	182.10	gal	402.22
		per case (12/8-oz)		cs	
		per bottle (8-oz)		8-oz.	
---TILE CLEANER, SEE NU-BRITE TILE CLEANER---					
224		TRACELEAK per gallon (55s)		gal	
		(30s)		gal	
		(5s)		gal	
	15	(4/1s)	18.27	gal	274.05
	1	(1s)	4.59	gal	
		(24/8s)	13.45	cs	
				8-oz	
	339		1.03	lb	349.17
				blk	
109	12	WINDOW CLEANER #399 Per Gal. (4/1s)	10.40	gal	124.80
		(1s)		gal	
				lb	
				blk	
	86	unclaw 84 solate		lb	
Page Total					6000.02



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CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			65.41
		BRIQUETTES (LOOSE)			
-101		ORANGE BRIQUETTES		ea	
-102	53	BLUE BRIQUETTES	18	ea	954
-103	448	YELLOW BRIQUETTES	16	ea	7168
-104	#	KM BRIQUETTES		ea	
-105	357	DEEP PURPLE BRIQUETTES	1 39	ea	19623
-106	924	P & O BRIQUETTES		ea	
	1112	P & O - 1/2	17	ea	3442
		P & O - 40	17	ea	
-110	581	KOOLER KARE	21	ea	12285
-113	610	M BRIQUETTES	25	ea	15250
-117		P-40 BRIQUETTES		ea	
125		B-86 BOILER BRIQUETTES		ea	
		IN OVEN			
		YELLOW		ea	
		P & O		ea	
		BLUE		ea	
		ORANGE		ea	
		P-40 (BAD)		lb	
Page Total					11198.92

## INVENTORY

DATE TAKEN 1983 Sep 7  
PAGE 1

SHEET NO. \_\_\_\_\_ PRICED BY J. Acuna  
 ORDERED BY Wm. McFarland DEPARTMENT TECHNICAL EXTENDED BY \_\_\_\_\_  
 ENTERED BY JOAN YACENDA LOCATION \_\_\_\_\_ EXAMINED BY \_\_\_\_\_

CHECK	QUANTITY	DESCRIPTION	✓	PRICE	UNIT	EXTENSIONS
		TAYLOR TEST KITS				
501	18	Hardness Test Kits (170) (158)	✓	5 65	ea.	101 80
503	20	Hardness Test Kits (159)	✓	5 86	ea.	117 20
506	23	Chloride Test Kits (160)	✓	6 48	ea.	149 04
513	14	Alkalinity Test Kits (161)	✓	5 60	ea.	78 40
529	16	Sulfite Test Kits (162)	✓	5 60	ea.	90 40
530	17	Sulfite Test Kits (163)	✓	5 60	ea.	95 20
533	18	Alkalinity Test Kits (171) (164)	✓	5 60	ea.	100 80
537	10	Alkalinity Test Kits (165)	✓	6 00	ea.	60 00
1543	14	Chloride Test Kits (166)	✓	5 15	ea.	72 10
1549	11	Chloride Test Kits (167)	✓	7 74	ea.	85 14
1563	13	Nitrite Test Kits (168)	✓	13 63	ea.	177 19
1565	22	Nitrite Test Kits (169)	✓	7 07	ea.	155 54
1100		Ortho Phosphate Test Kits		7 07	ea.	
<del>1100</del>		<del>Hydroxide Test Kits</del>		<del>5 15</del>	<del>ea.</del>	
1650	45	CASP Test Kits/Boiler Water Test Kits (328) (206)	✓	4 78	ea.	215 30

CHK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			1744.25
		LA MOTTE TEST KITS			
BS	7	CHLORINE (FREE) 279	✓ 16 19	ea	113.32
-19	20	CHLORINE DIOXIDE 282	✓ 19 55	ea	586.20
	3	CHROMATE 278	✓ 14 44	ea	113.32
		<del>E.D.T.A.</del>	<del>102 15</del>	<del>ea</del>	
SI	17	IRON 286	✓ 15 43	ea	265.71
D-S	13	MOLYBDIC OXIDE 294	✓ 19 71	ea	256.23
I	30	NITRITE (291) (289)	✓ 18 71	ea	361.30
BTB	12	pH BROMTHYMOL BLUE (280)	✓ 13 36	ea	160.32
PR	18	pH PENOL RED 285	✓ 13 36	ea	240.48
CR	11	pH CRESOL RED 295	✓ 13 36	ea	146.96
TB	6	pH THYMOL BLUE 283	✓ 13 36	ea	80.16
LP	10	pH LaMOTTLE PURPLE 284	✓ 13 36	ea	133.60
-BTB	4	pH BROMTHYMOL BLUE 273	✓ 20 71	ea	86.84
-CR	9	pH CRESOL RED 296	✓ 20 71	ea	186.39
-LSO	7	pH SULFO ORANGE 288	✓ 20 71	ea	144.97
-1	7	ORTHOPHOSPHATE (single) 297	✓ 18 71	ea	130.97
-12	2	ORTHOPHOSPHATE (dual) 292	✓ 21 76	ea	43.52
I	8	SILICA 290	✓ 18 71	ea	149.68
AT	10	SULFATE 287	✓ 20 76	ea	207.60
	3	ZINC 298	✓ 18 71	ea	56.13
-PR	8	pH PENOL RED 281	✓ 20 71	ea	165.68
NDP	1	Burette Titration Test Kit 332	✓ 746 20		746.20
SO	2	magnetic stirrers (300)	✓ 38 19		76.38
Page Total					1744.25

ITEM	QUANTITY	DESCRIPTION	PRICE	UNIT	
		AMOUNT FORWARDED			
		UOP TEST KITS			
	0	CHROMATE	11 95	ea	
	15	HARDNESS (154)	✓ 14 90	ea	714 50
	0	PolyPhos POLYPHOSPHATE	2 20	ea	
	16	ORGANIC SEQUESTANT (155)	✓ 8 69	ea	139 04
	11	ORGANIC SEQUESTANT (157)	✓ 7 34	ea	86 24
TK	2	SULFITE (153)	✓ 7 20	ea	14 40
	21	COOLING WATER COMBINATION (156)	✓ 17 25	ea	365 25
II	7	Boiler Water II Test Kit (250)	✓ 22 37		156 59
B	8	# 907 Silver Nitrate 339	✓ 1 50		10 40
B	4	# 630 Chromate Ind. 275	✓ 1 15		4 60
B	18	# 706 Silver Nitrate 276	✓ 3 25		58 50
B	13	# 10034 longRange Ind. 269	✓ 0 95		12 35
B	15	# 653-2 Calcium Buffer 342 267	✓ 1 51		26 65
B	14	# 686 Sulfuric Acid 274	✓ 1 15		16 10
B	4	# 772 Iodide Sol. 272	✓ 1 51		6 04
B	15	# 783 Thiosulfate 273 338	✓ 1 15		17 25
III	3	Sulfuric Acid (341)	✓ 8 15		24 45
B		# 736 HACH TEST KITS			
	0	HARDNESS	7 20	ea	
09-01	1	ED-2 336	✓ 54 50	ea	54 50
09-31	3	SULFURIC ACID 364	✓ 4 95	ea	14 85
50-37	3	SODIUM HYDROXIDE 365	✓ 3 95	ea	11 85
080-99	6	CDTA MAGNESIUM SALT (146)	✓ 10 25	ea	61 50
1-3	3	HARDNESS BUFFER SOLUTION (143)	✓ 6 00	ea	18 00
07	3	#3 EDTA REAGENT (144)	✓ 8 75	ea	26 25
08	3	#4 EDTA REAGENT (145)	✓ 8 50	ea	25 50
	12	ManVER II (147)	✓ 5 95	ea	71 40
07-37	5	#3 EDTA (150)	✓ 20 00		100 00
08-37	2	#4 EDTA (151)	✓ 16 00		32 00
4-37	6	HARDNESS BUFFER (148)	✓ 7 50		45 00
50	6	Na OH (149)	✓ 7 25		46 50
199	6	Sulfuric Acid (366)	✓ 9 50		57 00
Page Total					1258 71

K	QUANTITY	DESCRIPTION	PRICE	UNIT	AMOUNT FORWARDED REAGENT - TAYLOR
	19	ACID SULFATE POWER (75g)	233 ✓ 2 79	ea	51 01
	95	ACID-STARCH INDICATOR POWER (10g)	232 ✓ 1 29	ea	12 55
	12	BARIUM CHLORIDE 20%	226 ✓ 4 38	ea	51 36
	16	CHROMATE INDICATOR (16-OUNCES)	222 ✓ 2 27	ea	36 32
	15	CALCIUM BUFFER (16-OUNCES)	223 ✓ 4 74	ea	71 10
	84	CALCIUM INDICATOR (10g)	230 ✓ 1 29	ea	108 36
	8	HARDNESS REAGENT (16-OUNCES)	211 ✓ 2 27	ea	18 16
	10	HARDNESS REAGENT N/50 (GALLON)	263 ✓ 11 12	ea	116 20
	44	HARDNESS REAGENT (16-OUNCES)	214 ✓ 3 33	ea	138 52
	24	HARDNESS BUFFER (16-OUNCES)	234 212 ✓ 3 33	ea	91 92
	59	HARDNESS BUFFER (10g)	231 ✓ 1 29	ea	76 11
	<del>51</del>	<del>HYDRAZINE A (10g)</del>	<del>3 42</del>	<del>ea</del>	
	<del>48</del>	<del>HYDRAZINE B (16-OUNCES)</del>	<del>1 01</del>	<del>ea</del>	
		<del>HYDROCHLORIC ACID CONC. (16-OUNCES)</del>	<del>1 53</del>	<del>ea</del>	
	0	HYDROCHLORIC ACID STD. (.12N)	3 33	ea	
	14	IODIDE-IODATE REAGENT STD. (16-OUNCES)	221 ✓ 2 79	ea	39 06
		<del>IODIDE-IODATE REAGENT STD. (16-OUNCES)</del>			
	23	IODIDE-IODATE REAGENT SPECIAL (16-OUN.)	(210) ✓ 4 12	ea	94 76
	17	IODIDE SOLUTION (4-OUNCES)	(217) ✓ 2 79	ea	47 43
03U	11	LONG RANGE INDICATOR (16-OUNCES)	(199) ✓ 3 92	ea	43 12
1	4	MOLYBDATE REAGENT (16-OUNCES)	234 ✓ 2 56	ea	12 24
0	17	PERMANGANATE (16-OUNCES)	(210) ✓ 3 01	ea	51 17
3	15	PERMANGANATE (16-OUNCES)	(208) ✓ 3 01	ea	45 15
8	101	PHENOLPHTHALEIN (4-OUNCES)	(255) (225) (216) ✓ 1 78	ea	78 78
03J	5	PHENOL RED INDICATOR (16-OUNCES)	(198) ✓ 3 92	ea	19 60
5	35	SILVER NITRATE (4-OUNCES)	325 (213) ✓ 6 28	ea	212 80
7	22	SILVER NITRATE (16-OUNCES)	(215) ✓ 6 45	ea	141 96
9-39	0	SILVER NITRATE (1-ml = 1 mg Cl) (Gal.)	30 36	ea	
2P	79	STANNOUS CHLORIDE POWDER (10g)	(229) ✓ 1 39	ea	101 91
8	9	SULFURIC ACID CONCENTRATE (16-OUNCES)	248 ✓ 4 57	ea	41 13
7	0	SULFURIC ACID N/50 (16-OUNCES)	2 27	ea	
5	9	SULFURIC ACID NORMAL (16-OUNCES)	228 209 ✓ 2 27	ea	26 43
Page Total					1868 09

HECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
		AMOUNT FORWARDED			
REAGENTS - TAYLOR (continued)					
87	19	SULFURIC ACID N/10 (16-OUNCES) 220	✓ 2 57	ea	43 13
36	8	SULFURIC ACID N/2 (16-OUNCES) 227	✓ 2 27	ea	8 16
29	28	SULFURIC ACID 50% (16-OUNCES) 322	✓ 3 54	ea	90 72
80		<del>THIOSULFATE STANDARD (16-OUNCES)</del>			
83	13	THIOSULFATE 0.555N (16-OUNCES) 207	✓ 4 74	ea	61 62
97	1	THIOSULFATE N/10 (GALLON) 302	✓ 11 62	ea	11 62
45	54	TOTAL ALKALINITY INDICATOR (16-OUNCES) 224 218	✓ 4 28	ea	231 12
25	1	ACID-STARCH INDICATOR (POUND) 242	✓ 7 59	ea	7 59
02-P	2	STANNOUS CHLORIDE (POUND) 245	✓ 7 59	ea	15 18
01	0	MOLYBDATE REAGENT (GALLON)	16 49	ea	
27	0	SULFURIC ACID, N/50 (GALLON)	11 20	ea	
20	4	HARDNESS INDICATOR (POUND) 245	✓ 7 59	ea	30 36
37	1 1/2	SULFURIC ACID (GALLON) (307)	✓ 11 50	ea	17 25
45	1/3	TOTAL ALKALINITY INDICATOR (GALLON) (309)	✓ 25 95	ea	8 67
83	3	Hardness Rpt. (306) Gallon	✓ 18 84		56 52
54	3	Calcium Ind. (244) lb	✓ 7 59		22 77
01	1 (+ 1/2)	Molybdate (300) (318) 5 Gall.	✓ 47 40		55 13
4015	2	N/50 Sulfuric Acid 321	✓ 32 50		65 00
17	2	N/63 Potassium Iodide-Iodate (30)	✓ 22 50		45 00
29-N	5	Sulfate Rpt. C. 505 (601) 50	✓ 23 75		119 75
70-N	5	Chloride Rpt. B (300) (601)	✓ 27 44		138 30
57-N	5	Hardness Rpt. (303) (601)	✓ 23 75		119 75
3-14	1	Long Range (308) (601)	✓ 18 84		18 86
45	7	Total Alk. 340	✓ 1 15		8 05
B	36	#619 Hardness Buffer 301 270	✓ 1 15		41 40
B	38	#653-2 Calcium Buffer 343 266	✓ 1 15		43 70
B	31	#806 Hardness Rpt. 344 265	✓ 1 15		35 65
B	30	#683 Hardness Rpt. 271	✓ 1 09		32 70
B	42	#78033 Thiosulfate (323) (268)	✓ 1 15		48 30
B	54	#808 Iodide-Iodate 345 264	✓ 1 15		62 10
B	53	#638 Phenolphthalein 277	✓ 1 15		60 25
Page Total					745 12

QUANTITY		DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARDED			
		REAGENT - LA MOTTE			
5		BARIUM CHLORIDE (60g) 30g (133)	✓ 2.25	ea	11.25
5		CHLORINE DPD #1R TABLETS (100) (138)	✓ 3.16	ea	16.80
11		CHROMATE INDICATOR POWDER (30g) (132)	✓ 2.25	ea	24.75
		EDTA REAGENT 1	✓ 2.44	ea	
		EDTA REAGENT 2	✓ 1.56	ea	
		EDTA REAGENT 3	✓ 1.03	ea	
		EDTA REAGENT 4	✓ 3.73	ea	
		EDTA REAGENT 5	✓ 1.13	ea	
		EDTA REAGENT 6	✓ 2.77	ea	
12		GLYCINE SOLUTION (136)	✓ 2.32	ea	27.84
0		HYDROCHLORIC ACID (25 ml)	1.57	ea	
31		IRON REAGENT 1 (2-OUNCES) (104)	✓ 1.71	ea	33.01
57		IRON REAGENT 2 (4.5g) (100)	✓ 2.73	ea	155.61
68		MOLYBDENUM REAGENT (10g) (118)	✓ 2.34	ea	68.52
16		NITRITE REAGENT A (16-OUNCES) (194) (131)	✓ 4.56	ea	72.96
15		NITRITE REAGENT B (16-OUNCES) (187)	✓ 4.56	ea	68.40
27		NITRITE REAGENT C (10g) (112) (125)	✓ 1.71	ea	49.59
22		pH INDICATOR BROMTHYMOL BLUE (16-OZ.) (177)	✓ 4.07	ea	89.54
4		pH INDICATOR PHENOL RED (16-OUNCES) (176)	✓ 4.07	ea	16.28
6		pH INDICATOR CRESOL RED (16-OUNCES) (175)	✓ 4.07	ea	24.42
4		pH INDICATOR THYMOL BLUE (16-OUNCES) (174)	✓ 4.07	ea	16.28
22		pH INDICATOR LaMOTTE PURPLE (16-OUNCES) (173)	✓ 4.07	ea	89.54
13		pH INDICATOR SULFO ORANGE (16-OUNCES) (173)	✓ 4.07	ea	52.91
28		REDUCING REAGENT (1-OUNCE) (113)	✓ 2.03	ea	56.84
12		REDUCING REAGENT (1/2-OUNCE) (112)	✓ 1.68	ea	20.16
19		SILICA #1 (1-OUNCE) (109)	✓ 1.71	ea	32.49
18		SILICA #2 (1/2-OUNCE) (110)	✓ 1.71	ea	30.78
17		SILICA #3 (1/2-OUNCE) (111)	✓ 1.57	ea	26.69
2		SULFATE CONDITIONING (2-OUNCES) (108)	✓ 1.77	ea	3.54
40		VM PHOSPHATE (16-OUNCES) (101)	✓ 4.56	ea	182.40
6		IRON #1 (25ml.) (103)	✓ 1.57	ea	9.42
Page Total					1119.72



CK	QUANTITY	DESCRIPTION	PRICE	UNIT	AMOUNT FORWARD
REAGENTS--LA MOTTE (continued)					
-C	4	ZINC CONDITIONING (5g) (140)	✓ 3 32	ea	13 28
G	3	ZINC (30g) (139)	✓ 2 21	ea	6 63
4M	1	Hardness #6 (128) 1000 Tol	✓ 11 00		11 58
HL	12	Chloride D (197) 500ml	✓ 4 56		54 72
REAGENTS - UOP					
	3	BP #1 (16-OUNCES) 239	✓ 5 49	ea	16 47
	11	BP #2 (8-OUNCES) 240	✓ 2 17	ea	23 87
	3	BP #3 (16-OUNCES) 241	✓ 2 44	ea	7 32
	0	GALLIC ACID (VIAL)	-	ea	
	0	GALLIC ACID (2-OUNCES)	-	ea	
	2	GALLIC ACID (1-POUND) ✓ 351	✓ 31 20	ea	62 40
	0	HCl 050 (16-OUNCES)	3 00	ea	
	7	OS #1 (16-OUNCES) / TS #1 246	✓ 3 18	ea	22 26
	9	OS #2 (8-OUNCES) 247	✓ 8 50	ea	77 09
	27	OS #3 (16-OUNCES) 248	✓ 2 38	ea	64 26
	14	pH BUFFER 4 (16-OUNCES) 237	✓ 4 36	ea	61 04
	18	pH BUFFER 7 (16-OUNCES) 236	✓ 4 36	ea	78 48
	17	pH BUFFER 9.18 (16-OUNCES) 238	✓ 4 36	ea	74 12
	0	POLYPHOS #1 (16-OUNCES)	3 35	ea	
	0	POLYPHOS #2 (8-OUNCES)	4 70	ea	
	1	POLYPHOS #3 (16-OUNCES) 249	✓ 2 54	ea	2 54
SO	2	STARCH SOLUTION (16-OUNCES) 235	✓ 3 95	ea	7 70
CK	20	OS #1 / TS #1 314	✓ 4 05	l	85 00
	13	OS #2 / TS #2 310	✓ 32 50	l	422 50
	4	OS #3 / TS #3 315	✓ 2 56	l	10 24
	0	BP #1 317	✓ 8 37	l	
	6	BP #2 311	✓ 4 68	l	28 08
	36	BP #3 316	✓ 2 77	l	99 72
	4	PP #1 313	✓ 4 59	l	18 36
	2	PP #2 312	✓ 14 80	l	29 60
	2	PP #3 346	✓ 2 98	l	8 94
Page Total					1001 57

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENDING
		AMOUNT FORWARD			1387.71
		REAGENTS - HACH			
26	0	HARDNESS 3 SOLUTION (16-OUNCES)	5.34	ea	
13	7	UnIVER 3 INDICATOR POWDER (4-OUNCES) (142)	8.53	ea	597.1
		REAGENTS - MYRON L			
		CONDUCTIVITY STANDARDS			
12	10	46 UMHOS (32-OUNCES) 260	5.00	ea	50.00
12	1	440 UMHOS (32-OUNCES) 258	5.00	ea	5.00
12	2	3900 UMHOS (32-OUNCES) 259	5.00	ea	10.00
AR-1	3	pH AND ALKALINITY (16-OUNCES) 261	4.40	ea	13.20
		Page Total			1387.91

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENDING
		AMOUNT FORWARD			142.18
		M E T E R S			
2M5	0	MYRON L CONDUCTIVITY (1)	95.50	ea	
2M1	13	MYRON L CONDUCTIVITY (3) 330	✓ 153.50	ea	2960.50
		<del>MYRON L CONDUCTIVITY (5)</del>	<del>177.10</del>	ea	
		<del>MYRON L DS (3)</del>	<del>152.00</del>	ea	
	4	LaMOTTE pH 361	✓ 180.50	ea	722.00
VI	0	NESTER pH		ea	
		Additional LaMotte Rpts.			
311-E	17	BCG-MR Ind. (120) 15ml	✓ 1.43		24.31
15-K	13	Alkalinity Rpt (186) 250ml	✓ 2.75		35.75
146-F	32	Phenolphthaleim (121) 15ml	✓ 1.43		45.76
169-G	7	Chloride Rpt. A (127) 25ml	✓ 1.72		12.04
170-K	19	Chloride Rpt. B (178) 250ml	✓ 4.07		77.33
146-K	0	Chloride Rpt. C (128) 15ml	✓ 1.43		
191-J	9	Chloride Rpt. D (180) 150ml	✓ 2.52		20.88
170-E	21	Chloride Rpt. E (123) 15ml	✓ 1.43		30.03
187-E	20	Chloride Rpt. F (124) 15ml	✓ 1.43		28.60
157-K	13	Hardness Titrant (184) 250ml	✓ 2.75		35.75
55-H	14	Hardness Buffer (181) 50ml	✓ 1.86		26.04
59-J	17	Sodium Hydroxide (183) 100ml	✓ 2.32		39.44
184-J	31	Hardness #6 Std (116) 100 Tab	✓ 1.50		46.50
53-J	27	Calcium Ind. (114) 100 Tab	✓ 2.73		73.71
27-J	19	Sulfate Rpt. A (182) 100ml	✓ 2.92		55.48
28-H	13	Sulfate Rpt. B (185) 50ml	✓ 1.96		25.48
19-K	19	Sulfate Rpt. C 179 250ml	✓ 2.75		52.25
256	23	Sodium Nitrate A (106) 25ml	✓ 1.72		39.56
266	24	Sodium Nitrate B (139) 25ml	✓ 1.72		41.28
311-E	17	Glycine (115) 15ml	✓ 1.43		24.31
110-H	13	Vin-PO4 102 50ml	✓ 1.86		24.18
51	8	Hardness Buffer 196 50ml	✓ 4.56		36.48
Page Total					3573.96

ITEM	QUANTITY	DESCRIPTION	PRICE	UNIT	AMOUNT
		AMOUNT FORWARD			
		APPARATUS			
13	286	SAMPLE TUBE MARKED AT 25 ml 256	✓ 0.75	ea	214.50
7	64	FUNNEL 254	✓ 0.46	ea	29.44
18	38	FILTER PAPER GRADE 610 9cm (100) 251	✓ 1.35	ea	51.30
18-A	10	FILTER PAPER 12.5cm (100) 252	✓ 1.90	ea	19.00
58	23	COMBINATION HIGH PHOSPHATE MIX & TEST TUBE 255	✓ 3.40	ea	78.20
230	45	5ml TEST TUBE FOR LaMOTTE COMPARATORS 352	✓ 0.40	ea	18.00
322	23	10ml TEST TUBE FOR LaMOTTE COMPARATORS (119) 253	✓ 0.52	ea	11.96
-100	300	100ml PLASTIC BEAKER FOR QS TEST KIT 253	✓ 0.125	ea	37.50
E-10	10	RANGE EXTENDER FOR MYRON L METERS 363	✓ 6.00	ea	60.00
304	7	GEL FILLED ELECTRODE FOR pH METERS 360	✓ 38.73	ea	271.11
B-25		AUTOMATIC BURET ASSEMBLY (25ml)		ea	
-50	21	50ml GRADUATED CYLINDER 331	✓ 3.00	ea	63.00
826	3	glass stop cock burette 204	✓ 17.61		52.83
797	6	teflon stop cock burette 205	✓ 26.95		161.70
790	2	single burette stand 201	✓ 9.52		19.04
792	1	triple burette stand 202	✓ 15.12		15.12
791	1	triple burette stand 203	✓ 18.83		18.83
150	7	Dioxider Reader (141)	✓ 7.05		49.35
259-E	3	Sodium Hydroxide (126) 500ml	✓ 1.43		4.29
329-L	3	Sulfate C (134) 500ml	✓ 4.56		13.68
746-L	1	Chloride C (135) 500ml	✓ 4.56		4.56
246-L		TOTAL			
45-H	2	PPK-B (137) (50ml)	✓ 1.86		3.72
259-L	11	Hardness (NaOH) (188) 500ml	✓ 4.56		50.16
50-L	11	Sulfuric Acid (189) 500ml	✓ 4.56		50.16
327-L	9	Sulfate A (190) 500ml	✓ 4.56		41.04
311-L	10	BOG-MR (191) 500ml	✓ 4.56		45.60
46-L	8	Phenolphthalein (192) 500ml	✓ 4.56		36.48
89-L	12	Sodium Hydroxide (193) 500ml	✓ 4.56		54.72
284-L	10	Sulfate B (195) 500ml	✓ 4.56		45.60
Page Total					1522.29



DATE TAKEN:

Sept. 7 83

# INVENTORY

NORTHROP

PAGE 1

SHEET NO. \_\_\_\_\_

PRICED BY

CALL BY \_\_\_\_\_ DEPARTMENT FULL SERVICE EXTENDED BY \_\_\_\_\_

ENTERED BY MICKEY LARSON LOCATION " " EXAMINED BY " "

[illegible]











NORTHIROP

Location	Chem.	150 Cont.	412 Cont.	1/2" Sole.	3/4" Sole.	55 Gal. Mix. Tank	LMT Pump
AH001		1		1		1	1
AH002			1	1		1	2
AH003			1	1		1	2
AH004			1	1		1	2
AH CAFE		1		1		1	1
AJ ENT AG.		1		1		1	1
E 43 EAST		1			1	1	1
E 44 CT							
E 45 WEST		1				1	1
G WEST		1		1		1	1
G EAST	1						
1-18							



## INVENTORY

WATER SERVICES DIVISION

PAGE 1

SHEET NO.                      PRICED BY John Sackerman  
 CALLED BY                      DEPARTMENT EQUIPMENT EXTENDED BY                       
 ENTERED BY Terry Hagen LOCATION BURBANK AND ON LOAN EXAMINED BY                       
 OTHER LOCATIONS                     

CHECK	QUANTITY	DESCRIPTION	✓	PRICE	UNIT	EXTENSIONS
RM112A	475	2	DEVCON SOLUTION TANK, 50-Gallon	69 00	Ea	138 40
X	470	3	30-Gallon	74 75	Ea	224 25
X	4165	1	Grisevald 120v 2"	183 20		183 20
RM127	4160	2	GRISWOLD VALVE, 1"	121 60	Ea	243 20
X	4170	5	GRISWOLD VALVE W/421, 1"	102 40	Ea	512 00
X	4180	3	W/425, 1"	20 00	Ea	60 00
X	4190	2	, 1"	121 60	Ea	243 20
	4160	✓	W/421, 1 1/2"	—	Ea	
X	4180	1	W/425, 1 1/2"	61 80	Ea	61 80
X	4190	1	, 1 1/2" 5506	119 20	Ea	119 20
X	4160	1	, 1 1/2"	126 40	Ea	126 40
X	4170	2	W/421, 1 1/2"	65 60	Ea	131 20
X	4170	1	" 1 1/2"	65 60		65 60
RM118	7100	4	HYTROL VALVES, 3/4"	18 00	Ea	72 00
Y	R110 73	3	Milton Roy Pump	336 00		1008 00
RM147	Mac Roy	3	MILTON ROY PUMP m-30	197 40	Ea	592 20
X	"	1	" " " m-75	197 40		197 40
RM152	A05- 03 E	2	PROMINENT PUMP	129 40	Ea	258 80
X	F05- M F	1	" " 6932	218 40		218 40
RM130	C-94	9	ASCO SOLENOID VALVE, 1/2" 120V/60 7053	37 49	Ea	337 41
X	D-95	11	, 3/4" 6930	41 27	Ea	453 97
X	B-54	1	, 1" 6671	83 79	Ea	83 79
X	C-94	1	, 3/8" "	27 49	Ea	27 49
RM119	JW-30	4	PARAGON PERCENTAGE TIMER	40 25	Ea	161 00
	ORS- 1015	✓	PARAGON 7-DAY TIMER, 120V/60	—	Ea	
	F56- 30	10	LM1 4000 1 1/2 120V 5 1/2 120V	20 62		206 20
AMOUNT FORWARD						6235 11

HECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			
122	FS-8V 3	MCDONNELL MILLER FLOW SWITCH	29 51	Ea	2853
	FS-43 2	" " " " 6672	50 81	Ea	12162
146	A101 91 ?	LMI PUMP 2 111-05SE 6785	129 92	Ea	116922
8X	A101 -92S 14	" " 6941	160 50	Ea	234800
3X	A101 -95T 1	" "	194 67	Ea	19467
5X	A111 -91 3	" "	149 56	Ea	44868
7X	A111 -92S 7	" " 6941	160 50	Ea	112350
4X	A111 -95T 1	" "	194 67	Ea	19467
0X	A121 -91 7	" " 2 121-05SE 6795	129 92	Ea	90914
5X	A121 -92 1	" " A 123-95T	228 60	Ea	22860
1X	A131 -72 1	" "	193 64	Ea	19364
12	8311 -11 1	PRECISION PUMP	—	Ea	
	8381 -11 1	" "	227 20	Ea	22720
X	10-611 -321 2	" " 10681-321	229 20	Ea	75840
35	PH-1 6	ELECTRO SYSTEMS PROBE HOLDER 667	23 40	Ea	14040
X	CFLT 2	" " C-CONDUCTIVITY	191 16	Ea	32230
X	CHFLT 1	" " CH-CONTROLLER W/PROBE 6780	169 00	Ea	16900
X	9-2 3	CHFLT Probe 6940	44 40	Ea	13320
43	150 4	LAKEWOOD CONTROLLER, 115V	181 50	Ea	72600
X	211 2	" "	352 00	Ea	70400
0X	251 1	" " BOILER	1,193 50	Ea	119350
	261 1	" " , BOILER	—	Ea	
X	1	" PART 700192 7062	71 50	Ea	7150
10	43 1	BY-PASS FEEDER, CALGON 2/2-Gallon	—	Ea	
09	2 12	BY-PASS FEEDER, WINGERT, 2-Gallon 7065	52 50	Ea	73500
	5 14	" , 5-Gallon 7060	69 25	Ea	216350
	K-50 1	" , 12-Gallon	—	Ea	
PAGE TOTAL					1527165
					1527165

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			
RM109A	X	BY-PASS FEEDER, DRAIN VALVES	2 31	Ea	2 31
45	X	6196 , AIR RELEASE VALVES, 1/2"	4 34	Ea	4 34
46	X	6674 , STRAINERS	2 45	Ea	2 45
47	X	5962 , SHUT-OFF VALVES	6 32	Ea	6 32
48	X	6230 , GATE VALVES, 3/4"	27 76	Ea	27 76
49	X	6674 , 3/4"	21 80		21 80
RM137	CS75-316	NEPTUNE CORPORATION STOP, 3/4"	—	Ea	
	CS75-C20	, 3/4"	—	Ea	
50	X				
CG121	MR-50	RIEKE DRUM PUMP	7 00	Ea	7 00
RM131		CONT-U-BLO	200 00	Ea	200 00
RM148	PNT6	PRESSURE SPRAYERS	20 40	Ea	20 40
RM136	JSJ-100	CARLON WATER METER, 1", 200 GPC	—	Ea	
RM143	31-423	LAKWOOD CONTROLLER	—	Ea	
50 X	1	Less F.H.	86 00		86 00
RM142	030	CHEM TECH PUMP, SERIES 100, 120V 6798	86 00	Ea	86 00
50 X	015	" 6798	86 00		86 00
50 X	015	" 6739	104 55		104 55
60 X	01	MODEL CONT	148 50		148 50
50 X	01	MODEL CONT	148 50		148 50
60 X	01	MODEL CONT	5 50		5 50
50 X	01	MODEL CONT	21 07		21 07
50 X	01	MODEL CONT	120 00		120 00
PAGE TOTAL					2245 95

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			
RM112	8311 -12	PRECISION PUMP	—	Ea	
RM143	150F	LAKEWOOD CONTROLLER, 240V	—	Ea	
64X	211F	" " , 240V	384 00	Ea	384 00
65X	211F	" " "	736 00		736 00
RM130X	C-94	ASCO SOLENOID VALVE, 1/2", 240V	37 50	Ea	123 00
	D-95	, 3/4", 240V	—	Ea	
	B-54	, 1" , 240V	—	Ea	
RM146	A123 -95T	LMI PUMP	—	Ea	
RM112	8381 -12	PRECISION PUMP	—	Ea	
RM142	4030	CHEM TECH PUMP, SERIES 100, 240V	92 20	Ea	184 40
69X	1015 DIRS	Pressure Timer 5042	69 34		69 34
		<u>LOAN EQUIPMENT</u>			
M135		ELECTRO SYSTEMS COND. CONTROLLER		Ea	
M146	A101 -92	LMI PUMP		Ea	
		<u>PRESSURE SPRAYER SPARE PARTS</u>			
	1091	EXTENSIONS		Ea	
	1055	TRIGGERS		Ea	
	10399	REPAIR KIT		Ea	
	1095	CAPS		Ea	
	1290	NOZZLES		Ea	
PAGE TOTAL					1548 94
					57245 153



Custom Pak

Cleveland, Ohio

Descaler G Label	800	156.00	120.00
Descaler G	150 Cases (4x1)		1230.00
Descaler G	22 x 5		214.57
Yellow No. 5	1 Pound 11 Ounces		1.50
Methyl Violet	2 Pounds 9 Ounces		7.21
Rodine 95	15 Pounds		15.25
Metanil Yellow	3 Pounds		16.29
			1616.52

TheoChem

Tampa, Florida

Mazoquest 1500	540 Pounds		104.50
Goodrite 752	1100 Pounds		1587.30
Cobrate TT100	1120 Pounds		552.00
Orzan LS	81 Pounds		12.51
Sodium Chloride	8925 Pounds		7987.88
			13,775.37

L.A. Lux

Cleveland, Ohio

Orsan	4 Pounds		1.62
MO	821 Pounds		1330.00
Uranine Dye	40 Pounds		328.00
			2130.20

Campbell Equipment Yard - September 7, 1983 - Per Cy Young

IPL-485 - 3	1029.79	OFP-6692 - 11	1441.22
IPL-650 - 1	161.96	OFP-6558 - 4	854.00
IPL-672 - 2	348.20	OFP-6900 - 1	210.71
OFP-6899 - 15	4489.95	OFP-6542 - 7	703.15
OFP-6901 - 8	1456.08	OFP-6750 - 4	617.36
OFP-6810 - 2	371.80	No Labels or 1.85	
OFP-6851 - 5	1574.60	Unreadable - 7	2111.05
OFP-6850 - 24	7352.40		22,756.02
			110,271.11

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			
RM 143	150	LAKEWOOD CONTROLLER		Ea	
	412	LAKEWOOD COND. & pH CONTROLLER		Ea	
	423	" " " "		Ea	
	A101				
RM 146	-91	LMI PUMP		Ea	
	-92	" "		Ea	
	9210				
RM 130	C94	ASCO SOLENOID, 1/2"		Ea	
	D95	, 3/4"		Ea	
	B54	, 1"		Ea	
RM112A	M50	RIEKE HAND PUMP		Ea	
	1015				
RM 119	-ORS	PARAGON TIMER		Ea	
		CHEMICATORS		Ea	
RM112A		PRECISION FOOT VALVES		Ea	
		RYAN HERCO TANKS		Ea	
		<u>EQUIPMENT IN STOCK - FLORIDA</u>			
143	412	LAKEWOOD CONTROLLER		Ea	
144	31	3 PUMP ENCLOSURE		Ea	
146		A111-91 LMI PUMP		Ea	
130	B51	1" ASCO SOLENOID VALVE		Ea	
112A	2340	SUCTION TUBE SHIELD		Ea	
119		PARAGON TIMER		Ea	
137		CS-75-C220		Ea	
109		#5 POT FEEDER		Ea	
		PLASTIC STRAINER		Ea	
		RELEASE VALVE		Ea	
			PAGE TOTAL		

EXHIBIT 1  
THE ASSETS  
Part G  
Miscellaneous Assets

UOP INC. FEDERAL PESTICIDE REGISTRATIONS

- 1) Deep purple - Cooling Water Algaecide Briquettes - No. 5135-9
- 2) M-40 - Cooling Tower Microbiocide - No. 5135-16
- 3) 2-CH Algaecide - Cooling Water Microbiocide - No. 5135-21
- 4) M-80T Algaecide - Cooling Tower Microbiocide - No. 5135-14
- 5) M-80 Algaecide - Cooling Tower Microbiocide - No. 5135-19
- 6) IPL-400 - Cooling Water Microbiocide - No. 5135-24  
(Not registered in California)

DISTRIBUTORSHIP FEDERAL PESTICIDE REGISTRATIONS

- 1) IPL-450 - Cooling Tower Microbiocide - No. 31910-2-5135  
M-55 - Cooling Tower Microbiocide - No. 31910-2-5135  
Alco Chemical Corporation
- 2) IPL-450 - Cooling Tower Microbiocide - No. 9386-11-5135  
M-55 - Cooling Tower Microbiocide - No. 9386-11-5135  
Vinings Chemical Company (California only)
- 3) IPL-480 - Cooling Tower Microbiocide - No. 21164-3-5135  
M-77 - Cooling Tower Microbiocide - No. 21164-3-5135  
Rio Linda Chemical Company

REGISTRATION: ECONOMIC POISONS BY STATE

Alabama	Deep Purple Algaecide Briquettes M-80T Algaecide M-40 Algaecide 2-CH Algaecide IPL-400 Cooling Water Microbiocide M-77 Cooling Water Microbiocide IPL-480 Cooling Water Microbiocide M-55 Cooling Tower Microbiocide IPL-450 Cooling Tower Microbiocide
Alaska	None
Arizona	Deep Purple Algaecide Briquettes IPL-400 IPL-450 IPL-480 M-40 Algaecide M-55 M-77 M-80T Algaecide 2-CH Algaecide
Arkansas	Deep Purple Algaecide Briquettes M-80T M-40 2-CH Algaecide M-55 IPL-450 IPL-400 M-77 IPL-480

REGISTRATION: ECONOMIC POISONS BY  
STATE (continued)

-2-

California

Deep Purple Algaecide Briquettes

DPL-5480

IPL-450

IPL-480

M-40 Algaecide

M-55

M-77

M-80 Algaecide

M-80T Algaecide

2-CH Algaecide

Colorado

Deep Purple Algaecide Briquettes

IPL-400

IPL-450

IPL-480

M-40 Algaecide

M-55

M-77

M-80T Algaecide

2-CH Algaecide

Connecticut

Deep Purple Algaecide

IPL-440

IPL-450

IPL-400

IPL-480

M-40 Algaecide

M-55

M-65

M-80T Algaecide

M-77

2-CH Algaecide

REGISTRATION: ECONOMIC POISONS BY -3-  
STATE (continued)

Delaware

IPL-450  
IPL-400  
IPL-480  
M-55  
M-77  
2-CH  
Deep Purple Algaecide Briquettes  
M-40  
M-80T

Florida

2-CH Algaecide  
Deep Purple Algaecide Briquettes  
IPL-400  
IPL-450  
IPL-480  
M-55  
M-77  
M-40 Algaecide  
M-80T Algaecide

Hawaii

Deep Purple Algaecide Briquettes  
M-40 Algaecide  
M-80T Algaecide  
IPL-440  
IPL-450  
M-55  
IPL-480  
M-65  
2-CH Algaecide  
DPL-5450  
M-80 Algaecide  
IPL-400  
DPL-5480  
M-77

REGISTRATION: ECONOMIC POISONS BY -4-  
STATE (continued)

Georgia

Deep Purple Algaecide Briquettes

M-80T

M-40

2-CH Algaecide

M-55

IPL-450

IPL-400

M-77

IPL-480

Idaho

Deep Purple Algaecide Briquettes

M-80T Algaecide

M-40 Algaecide

2-CH Algaecide

M-55

IPL-450

Indiana

Deep Purple Algaecide Briquettes

M-80T Algaecide

M-40 Algaecide

2-CH Algaecide

IPL-400

M-65

IPL-440

M-77

IPL-480

IPL-450

M-55

Illinois

Algaecide Briquettes

M-80T Algaecide

M-40 Algaecide

2-CH Algaecide

IPL-400

IPL-440

M-77

IPL-480

Iowa

Deep Purple Algaccide Briquettes  
M-80T  
M-40  
2-CH Algaecide  
M-55  
IPL-450  
IPL-400  
M-77  
IPL-480

Kansas

Deep Purple Algaecide Briquettes  
M-80T  
M-40  
2-CH Algaecide  
M-55  
IPL-450  
IPL-400  
M-77  
IPL-480

Kentucky

IPL-480  
M-77  
IPL-450  
M-55  
M-80T  
M-40  
2-CH  
IPL-400  
Deep Purple Algaecide Briquettes

Louisiana

Deep Purple Algaecide Briquettes  
M-80T  
M-40  
IPL-400  
2-CH Algaecide  
M-55  
IPL-450



REGISTRATION: ECONOMIC POISONS BY -6-  
STATE (continued)

Maine	None
Maryland	Deep Purple Algaecide Briquettes - 2CH Algaecide M-40 M-80T M-55 IPL-450 M-77 IPL-480 IPL-400
Massachusetts	None
Michigan	IPL-450 IPL-400 IPL-480 M-55 M-77 2-CH Algaecide Deep Purple Algaecide Briquettes M-40 Algaecide M-80T
Minnesota	None
Mississippi	Deep Purple Algaecide Briquettes 2-CH Algaecide M-40 M-80T M-55 IPL-450 IPL-480 M-77 IPL-400

REGISTRATION: ECONOMIC POISONS BY  
STATE (continued)

-7-

Missouri	Deep Purple Algaecide Briquettes		
	2-CH Algaecide		
	M-40 Algaecide		
	M-80T Algaecide		
	M-55		
	IPL-450		
	IPL-400		
	M-77		
	IPL-480		
Montana	None		
Nebraska	Deep Purple Algaecide Briquettes		
	M-55		
	M-77		
	IPL-480		
	M-80T		
	M-40 Algaecide		
	2-CH Algaecide		
	IPL-400		
	IPL-450		
Nevada	Deep Purple Algaecide Briquettes		
	M-80T		
	M-40		
	2-CH Algaecide		
	M-55		
	IPL-450		
	IPL-400		
	M-77		:
	IPL-480		
New Jersey	Deep Purple Algaecide Briquettes		
	IPL-400		
	IPL-450		
	IPL-40		
	M-40 Algaecide	M-55	M-77

REGISTRATION: ECONOMIC POISONS BY -8-  
STATE (continued)

New Mexico	Product Registrations expired December 31, 1982
New Hampshire	None
New York	Product Registrations expired December 1982
North Carolina	Deep Purple Algaecide Briquettes M-80T Algaecide M-40 Algaecide 2-CH Algaecide M-55 IPL-450
North Dakota	None
Ohio	Deep Purple Algaecide Briquettes IPL-400 IPL-450 IPL-480 M-40 Algaecide M-55 M-77 M-80T Algaecide w-CH Algaecide
Oklahoma	Deep Purple Algaecide Briquettes M-80T Algaecide M-40 Algaecide 2-CH Algaecide IPL-480 M-77 IPL-400 IPL-450 M-55

REGISTRATION: ECONOMIC POISONS BY -9-  
STATE (continued)

Oregon

M-77  
IPL-480  
M-80T  
M-40  
2-CH  
IPL-400  
Deep Purple Algaecide Briquettes  
IPL-450  
M-55

Pennsylvania

Deep Purple Algaecide Briquettes  
IPL-450  
IPL-400  
IPL-480  
M-40 Algaecide  
M-55  
M-77  
M-80T Algaecide  
2-CH Algaecide

Rhode Island

None

South Carolina

M-55  
IPL-450  
M-80T  
M-40  
2-CH  
Deep Purple Algaecide Briquettes  
M-77  
IPL-480  
IPL-400

South Dakota

None

REGISTRATION: ECONOMIC POISONS BY -10-  
STATE (continued)

Tennessee

Deep Purple Algaecide Briquettes  
M-40 Algaecide  
M-55  
M-80T  
2-CH Algaecide  
IPL-450  
M-77  
IPL-480  
IPL-400

Texas

Deep Purple Algaecide Briquettes  
M-80T Algaecide  
M-40 Algaecide  
2-CH Algaecide  
IPL-400  
M-77  
IPL-480  
M-55  
IPL-450  
IPL-440  
M-65

Utah

IPL-450  
IPL-400  
IPL-480  
M-55  
M-77  
2-CH Algaecide  
Deep Purple Algaecide Briquettes  
M-40 Algaecide  
M-80T Algaecide

Vermont

None

Virginia

Deep Purple Algaecide Briquettes  
IPL-400  
IPL-450  
IPL-480  
M-40 Algaecide  
M-55  
M-77  
M-80T Algaecide  
2-CH Algaecide

Washington

Deep Purple Algaecide Briquettes  
M-80T Algaecide  
2-CH Algaecide  
IPL-400  
M-77  
IPL-480  
M-55  
IPL-450

West Virginia

Deep Purple Algaecide Briquettes  
2-CH Algaecide  
M-40  
M-80T Algaecide  
M-55  
IPL-450  
IPL-400  
M-77  
IPL-480

Wisconsin

IPL-450  
IPL-400  
IPL-480  
M-55  
M-77  
2-CH Algaecide  
Deep Purple Algaecide Briquettes  
M-40 Algaecide M-80T

REGISTRATION: ECONOMIC POISONS BY -12-  
STATE (continued)

Wyoming

Deep Purple Algaecide Briquettes

M-77

2-CH Algaecide

M-40 Algaecide

IPL-480

M-80T Algaecide

M-55

IPL-450

IPL-400

EXHIBIT 3.8  
AUTHORITIES

1. U.S. Environmental Protection Agency - Pesticide Registration
2. U.S. Department of Transportation - Packaging and Bills of Lading
3. U.S. Food and Drug Administration - Approval of ingredients when product may come in contact with food
4. U.S. Department of Agriculture - Products used in meat and poultry plants
5. California Highway Patrol - Hazardous Materials Permits
6. State Agencies involved in pesticide registration - usually State Department of Agriculture
7. Internal Revenue Service and State Revenue Departments
8. Burbank Fire and Police Departments
9. Burbank Public Works Department
10. South Coast Air Quality Management District
11. California Department of Health Services
12. California Department of Weights and Measures



EXHIBIT 3.9

ACTIONS, SUITS, PROCEEDINGS OR INVESTIGATIONS

None

1'

1

EXHIBIT 3.12  
LEASES

<u>Type</u>	<u>Place</u>	<u>Rental</u>	<u>Term</u>
Office Lease	Lansing, IL	\$400 per month	Feb. 1, 1983-Jan. 31, 1984
Office Lease	Bakersfield, CA	\$175 per month	Month-to-month

BILL OF SALE, ASSIGNMENT AND GENERAL CONVEYANCE

BILL OF SALE, ASSIGNMENT AND GENERAL CONVEYANCE, dated this 30th day of September, 1983, from UOP INC., a Delaware corporation (hereinafter called the "Transferor"), to CLOW CORPORATION, a Delaware corporation (hereinafter called the "Transferee").

WHEREAS, the Transferor has agreed to transfer certain assets, properties and business of its Water Services Division (hereinafter called the "Division") in accordance with and upon the terms and conditions set forth in an Asset Purchase Agreement between the Transferor and the Transferee, dated August 26, 1983 (hereinafter called the "Agreement");

NOW, THEREFORE, the Transferor, pursuant to the Agreement, does hereby sell, convey, transfer, assign and deliver to the Transferee, its successors and assigns, forever, all of its right, title and interest in and to all of the "Assets" (as that term is defined in the Agreement). The assets, properties and business so hereby sold, conveyed, transferred, assigned and delivered are the following:

(a) The machinery and equipment, furniture and office equipment, test equipment, automobiles, trucks and other mobile equipment and jigs, dies and patterns, as more particularly described in Exhibit 1, Part B, of the Agreement.

(b) The patents and trademarks (U.S. and worldwide), process sheets, specifications and engineering drawings, formulae, trade secrets, know how, inventions and discoveries, and any other intangibles that may be or were required to operate the Division facility or manufacture the products of the Division, and as specifically described in Exhibit 1, Part C, of the Agreement.

(c) The equipment on loan to customers of Seller's Division as of the Closing Date, and as specifically described in Exhibit 1, Part D, of the Agreement.

(d) Those leases, customers' contracts and other contract rights of Seller, to the extent they pertain to operation of the Division facility, and as described in Exhibit 1, Part E, of the Agreement, and which Transferee, in its sole discretion, elects to assume the obligation of Transferor thereunder.

(e) The factory, manufacturing and office supplies on hand as of September 30, 1983.

(f) The raw material, work in process and finished goods inventory as the same shall exist on September 30, 1983, and as described in Exhibit 1, Part F, of the Agreement.

(g) Such other miscellaneous equipment, tangible or intangible assets used by Transferor in the operation of the Division facility not described above and as described in Exhibit 1, Part G, of the Agreement.

TO HAVE AND TO HOLD all said assets, properties and business hereby assigned, transferred and conveyed unto the Transferee, its successors and assigns, to itself and their own use and behalf forever.

Transferor hereby represents and warrants to Transferee that, except as set forth in the Agreement, Transferor is the absolute owner of all of said assets, property and rights, that said assets, property and rights are free and clear of all liens, charges, and encumbrances and that Transferor has full right, power and authority to sell said assets, property and rights and to execute and deliver this bill of sale.

The Transferor hereby constitutes and appoints the Transferee, its successors and assigns, the true and lawful attorney or attorneys of the Transferor, with full power of substitution, for the Transferor and in its name and stead or otherwise, by and on behalf of and for the benefit of the Transferee, its successors and assigns, to demand and receive from time to time any and all of the properties hereby assigned, transferred and conveyed, and to give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute in the name of the Transferor or otherwise, but at the expense and for the benefit of the Transferee, its successors and assigns, any and all proceedings at law, in equity or otherwise, which the Transferee, its successors and assigns, may deem proper in order to collect, assert or enforce any claims, right or title of any kind in and to the properties hereby assigned, transferred and conveyed, and to defend or compromise any and all actions, suits or proceedings in respect of any of said properties and to do all such acts and things in relation thereto as the Transferee, its successors or assigns, shall deem desirable; the Transferor hereby declaring that the appointment made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by the Transferor in any manner or for any reason.

The Transferor, for itself and its successors and assigns, has covenanted and by this Bill of Sale, Assignment and General Conveyance, does covenant with the Transferee, its successors and assigns will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney and assurances all without additional consideration from Transferee for the better assuring, conveying and confirming unto the Transferee, its successors and assigns, all and singular, the properties hereby assigned, transferred and conveyed as the Transferee, its successors or assigns, shall reasonably require.

In addition, Transferror agrees not to compete with Transferee in accordance with terms of the Covenant Not to Compete Agreement, which is attached and incorporated in this Bill of Sale, Assignment and General Conveyance as Exhibit A.

IN WITNESS WHEREOF, UOP INC. has caused this Bill of Sale, Assignment and General Conveyance to be executed as of the day and year first above written.

ATTEST:

UOP INC.

S/ P.J. Link  
P. J. Link  
Secretary

By S/ V. Dean Freese  
V. Dean Freese  
Executive Vice President

# State of Delaware



## Office of Secretary of State

I, GLENN C. KENTON, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY UOP INC. IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE DATE SHOWN BELOW.

1 1 1 1 1 1 1 1 1 1

A handwritten signature of Glenn C. Kenton in cursive script.

Glenn C. Kenton, Secretary of State

AUTHENTICATION: 10064989

DATE: 09/13/1983

732560003

CERTIFICATE OF EXECUTIVE VICE PRESIDENT

I, V. Dean Freese, Executive Vice President of UOP Inc., a Delaware corporation, do hereby certify that the name of the corporation was formerly UNIVERSAL OIL PRODUCTS COMPANY and that pursuant to a resolution by the Board of Directors of UNIVERSAL OIL PRODUCTS COMPANY and approval by the stockholders of the corporation, the name of the corporation was changed to UOP Inc. effective July 15, 1975.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the corporation to be affixed this 30th day of September, 1983.

V. Dean Freese  
Executive Vice President

ATTEST:

[Signature]  
Secretary  
(SEAL)

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

I, Lorraine Felde, a Notary Public in and for said County in the State aforesaid, do hereby certify that before me personally appeared V. DEAN FREESE who acknowledged having signed the foregoing instrument as Executive Vice President of UOP Inc., a corporation of the State of Delaware, for and on behalf of the said corporation.  
GIVEN under my hand and seal this 30 day of September, 1983.

(SEAL)

Lorraine Felde  
Notary Public





**Secretary of State**

CERTIFICATE OF ASSISTANT SECRETARY

I, Pamela J. Cissik, DO HEREBY CERTIFY that I am Assistant Secretary of UOP Inc., a Delaware corporation (the "Company"), and I DO HEREBY FURTHER CERTIFY as follows:

1. This certificate is being delivered on September 15, 1983, pursuant to the provisions of the Asset Purchase Agreement, dated as of August 26, 1983 (the "Agreement"), between UOP Inc. and the Clow Corporation.
2. Attached hereto and marked "Exhibit 1" is a true and correct copy of a resolution adopted by the Board of Directors of the Company on September 12, 1983, and that said resolution is in full force and effect as of the date hereof, and has not been modified, amended, revoked or rescinded.
3. Attached hereto and marked "Exhibit 2" is a true and correct copy of the Articles of Incorporation of the Company as in effect on the date hereof.
4. Attached hereto and marked "Exhibit 3" is a true and correct copy of the By-laws of the Company as in effect on the date hereof.
5. The below-named persons have been elected, have qualified and this day are officers of the Company holding the respective offices set opposite their name, and the signatures below set opposite their names are their genuine signatures:

<u>NAME</u>	<u>TITLE</u>
V. Dean Freese	Executive Vice President
Patrick J. Link	Secretary

SIGNATURE

*[Handwritten signatures of V. Dean Freese and Patrick J. Link]*

Witness my hand and official seal of the Company, this 30th day of September, 1983.

Pamela J. Cissik  
Assistant Secretary  
UOP Inc.

(CORPORATE SEAL)

CONSENT ACTION  
of the Board of Directors of  
UOP INC.

WHEREAS, the Board has considered the Asset Purchase Agreement between the Corporation and Clow Corporation, dated August 26, 1983, concerning the sale of the assets and business of its Water Services Division (except for accounts receivable) to Clow Corporation, a copy of which Asset Purchase Agreement is annexed hereto; and

WHEREAS, the Board believes it is in the best interest of the Corporation to divest itself of the assets and business of its Water Services Division (except for accounts receivable); and

RESOLVED, that the proper officers of the Corporation are authorized to sell to Clow Corporation the assets and business of the Water Services Division (except for accounts receivable) for approximately \$1,500,000.00, adjusted in accordance with said Asset Purchase Agreement; and further

RESOLVED that the proper officers of the Corporation are authorized to execute and deliver on behalf of the Corporation all necessary implementing agreements and documents (as approved by Counsel for the Corporation) to complete the sale of the Water Services Division.

Exhibit 2

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CERTIFICATE OF INCORPORATION

of

UOP Inc.

*As amended through May 26, 1978*

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# CERTIFICATE OF INCORPORATION

of

UOP Inc.

We, the undersigned, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware, being Chapter 1 of Title 8 of the Delaware Code of 1953, do hereby certify as follows:

FIRST: The name of the Corporation is

UOP INC.

SECOND: The principal office or place of business of the Corporation in the State of Delaware is to be located at No. 100 West Tenth Street, in the City of Wilmington, County of New Castle. The name and post office address of its resident agent in the State of Delaware is The Corporation Trust Company, No. 100 West Tenth Street, Wilmington, Delaware.

THIRD: The nature of the business of the Corporation and the objects or purposes to be transacted, promoted or carried on are as follows:

(1) To acquire by purchase, subscription, contract or otherwise, to hold for investment or otherwise, to sell, exchange, mortgage, pledge or otherwise dispose of or turn to account, and generally to deal in and with any and all kinds of securities issued or created in any and all parts of the world by corporations, associations, partnerships, firms, trustees, syndicates, individuals, governments, states, municipalities or other political or governmental divisions or subdivisions, or by any combinations, organizations or entities whatsoever, irrespective of their form or the name by which they may be described, and to issue in exchange therefor or in payment thereof, in any manner permitted by law and by this certificate of incorporation, its own securities of any kind, or to make payment therefor by any other lawful means of payment whatsoever; to exercise any and all rights, powers, and privileges of individual ownership or interest in respect of any and all such securities, including the right to vote thereon and to consent and otherwise act with respect thereto; to do any and all acts and things for the preservation, protection, improvement and enhancement in value of any and all such securities, and to aid by loan, subsidy, guaranty or otherwise those issuing, creating, or responsible for any such securities or evidences of interest therein; to acquire or become interested in any such securities, as aforesaid, by original subscription, underwriting, loan, participation in syndicates or otherwise, irrespective of whether or not such securities be fully paid or subject to further payments; and to make payments thereon as called for or in advance of calls or otherwise, and to underwrite or subscribe for the same conditionally or otherwise and either with a view to investment or for re-sale or for any other lawful purpose. The term "securities" shall for the purposes of this Article Third, without limitation of the generality thereof, be deemed to include any stocks, shares, bonds, debentures, notes, mortgages or other obligations, and any certificates, receipts or other instruments representing rights to receive, purchase or subscribe for the same, or representing any other rights or interests therein or in any property or assets.

(2) To purchase, hold, cancel, reissue, sell, exchange, transfer or otherwise deal in its own securities, including shares of its capital stock of any class, from time to time to such an extent and in such manner and upon such terms as the Board of Directors shall determine; provided that this Corporation shall not use its funds or property for

the purchase of its own shares of capital stock when such use would cause any impairment of its capital; and provided further that shares of its own capital stock belonging to this Corporation shall not be voted upon directly or indirectly.

(3) To promote or aid in any manner, financially or otherwise, any corporation, association, partnership, firm, trustee, syndicate, individual, government or political subdivision thereof, in which this Corporation may be or become interested directly or indirectly and for this purpose, to endorse or guarantee the payment of principal, interest or dividends upon, and to guarantee the performance of sinking fund or other obligations in respect of, any securities issued, and to guarantee in any way permitted by law the performance of any of the contracts or other undertakings incurred, by said entities.

(4) To acquire by purchase, subscription, underwriting or otherwise, and to own, hold for investment or otherwise, and to use, sell, assign, transfer, mortgage, pledge, exchange or otherwise dispose of real and personal property of every sort and description and wheresoever situated, including shares of stock, bonds, debentures, notes, scrip, securities, evidences of indebtedness, contracts or obligations of any corporations, associations or trust estates, domestic or foreign, or of any firm or individual or of the United States or any state, territory or dependency of the United States or any foreign country, or any municipality or local authority within or without the United States, and also to issue in exchange therefor stocks, bonds or other securities or evidences of indebtedness of the Corporation, and, while the owner or holder of any such property, to receive, collect and dispose of the interest, dividends and income on or from such property and to possess and exercise in respect thereto all of the rights, powers and privileges of ownership, including all voting power thereon.

(5) To carry on the business of general brokers, dealers and underwriters in stocks, bonds, securities, mortgages and other choses in action, including the acquisition thereof by original subscription, underwriting or otherwise howsoever; to make investments in such property; and to hold, manage, mortgage, pledge, sell and dispose of the same in like manner as individuals may do.

(6) To buy, sell and otherwise deal in notes, open accounts and other similar evidences of indebtedness and to loan money and to take notes, open accounts and other similar evidences of indebtedness as collateral security therefor.

(7) To borrow money and to issue bonds, promissory notes, bills of exchange, debentures, and other obligations and evidences of indebtedness, whether secured by mortgage, pledge or otherwise, or unsecured, for money borrowed or in payment for property purchased or acquired or for any other lawful object; to mortgage or pledge all or any part of its properties, rights, interests and franchises, including any or all shares of stocks, bonds, debentures, notes, scrip or other obligations or evidences of indebtedness at any time owned by it; to confer upon the holders of any bonds, promissory notes, bills of exchange, debentures or other obligations or evidences of indebtedness of the Corporation, secured or unsecured, the right to convert the same into any series of any class of stock of the Corporation now or hereafter authorized.

(8) To guarantee or assume the payment of any dividends upon any capital stock and to assume or guarantee by endorsement or otherwise the principal or interest, or both, of any bonds, debentures, notes, scrip or other obligations or evidences of indebtedness, or the performance of any contract or obligations, of any other corporation, trust estate or association, domestic or foreign, or of any firm or individual in which it may have a lawful interest, in so far as and to the extent that such guaranty may be permitted by law.

(9) To apply for, register, obtain, purchase, lease, take licenses in respect of or otherwise acquire, and to hold, own, use, operate, develop, enjoy, turn to account, grant licenses and immunities from suits for infringement in respect of, manufacture under and to introduce, sell, assign, mortgage, pledge or otherwise dispose of, and, in any manner deal with and contract with reference to:

(a) inventions, devices, formulae, processes and any improvements and modifications thereof;

(b) letters patent, patent rights, patented processes, copyrights, designs and similar rights, trademarks, trade symbols and other indications of origin and ownership granted by or recognized under the laws of the United States of America or of any state or subdivision thereof, or of any foreign country or subdivision thereof, and all rights connected therewith or appertaining thereunto;

(c) franchises, licenses, grants and concessions.

(10) To conduct and carry on any experimental and research work in chemical, engineering and other scientific fields.

(11) To render to any person, firm, association or corporation engaged in any lawful adventure, enterprise or business, services of an engineering, scientific, business or technical nature, or concerned with the management, production or sale of any patent, process, or business program.

(12) To acquire, engage in, carry on and dispose of any kind of manufacturing, mercantile, or mining business, and to engage in agriculture or in the promotion of any real estate development.

(13) To create, manufacture, purchase or otherwise acquire, hold, own, mortgage, pledge, sell or otherwise dispose of, invest, trade and deal in goods, wares and merchandise of every character, and interests, rights and other property, of every description, either real, personal or mixed.

(14) To prospect, explore for, drill for, discover, extract, produce, mine, mill, separate, convert, smelt, refine, distill, concentrate, synthesize, reduce, treat, manufacture, recycle, process, reprocess, store, purchase or otherwise acquire, sell, transport, distribute, market, handle and otherwise deal in, dispose of or turn to account oil, petroleum and petroleum products of all kinds and grades, natural gas, coal, asphaltum, bitumen and bituminous substances of all kinds, carbon and hydrocarbon substances and products and by-products of all kinds, gold, silver, phosphates, iron, nitrates, copper and all other volatile or mineral substances, either in natural form or in any altered or manufactured form, and in any place.

(15) To construct, build, purchase, lease or otherwise acquire, equip, hold, own, improve, develop, manage, maintain, control, operate, lease, mortgage, create liens upon, sell, convey or otherwise dispose of and turn to account:

(a) plants, refineries, pipe lines, transmission lines, pumping stations, terminals, storage plants, machinery, works, implements and things or property, real and personal, of every kind and description, and all appurtenances relative thereto;

(b) railroads and railway plants, properties, equipment, franchises, appurtenances and rights (whether operated by steam, electric, gasoline, or any other power), and any other roads and means of transportation, and all appurtenances thereof; provided that such business is to be carried on only in states and jurisdictions when and where permissible under the laws thereof; and, either in connection with or independently of such railroads, to engage in the business of the carriage of passengers and freight upon the high seas, between foreign ports, between ports

of the United States of America, between any port or ports of the United States of America and any foreign port or ports, and upon any other waters;

(c) ships, tugs, boats, barges, tankers, floats and vessels (whether operated by steam, electric, gasoline, or any other power), docks, wharves, dry docks, repair shops, elevators, piers, terminals, warehouses and storage plants, facilities, connections and installations;

(d) public and private works and conveniences of every kind, including but without limiting the generality thereof, roads, tramways, bridges, canals, gas works and distributing plants, reservoirs, dams, embankments, irrigation systems, sewage plants, reclamation, storage, drainage, sanitary and water works and electric light, telephone, telegraph and heat, light and power plants and systems, and also hotels, warehouses, markets, dwelling houses and private and public buildings, plants for building and repairing ships, vessels and boats of all kinds, and all appliances and appurtenances thereof, and all other works, conveniences and institutions of public or private utility or use.

(16) To engage in any business relating, directly or indirectly, to the discovery, development, production, use or application of nuclear, fissionable, fusionable or radioactive materials and atomic energy, whether now known or hereafter invented or discovered.

(17) To acquire, by lease, purchase, contract, concession or otherwise, and to own, explore, exploit, develop, improve, operate, lease, enjoy, control, manage or otherwise turn to account, and to mortgage, grant, sell, exchange, convey or otherwise dispose of, any and all kinds of real estate, lands, leaseholds, options, concessions, grants, land patents, oil leases, oil royalties, gas leases, franchises, deposits, mines, quarry locations, claims, rights, privileges, licenses, easements, tenements, estates, hereditaments, interests and properties of every description and nature whatsoever both within and outside of the State of Delaware.

(18) To transact a general real estate agency and brokerage business and to act as agents, brokers or attorneys in fact for any persons, firms, or corporations in buying, selling and dealing in real property and any and every estate or interest therein.

(19) To make, enter into and carry out any arrangements with any domestic or foreign, governmental, municipal or public authority or with any corporation, association, firm, syndicate, entity or individual, domestic or foreign, and to obtain therefrom or otherwise to acquire by purchase, lease, assignment or otherwise any powers, rights, privileges, immunities, franchises, guaranties, grants and concessions; to acquire, hold, own, exercise, exploit, dispose of and realize upon the same, and to undertake and prosecute any business dependent thereon.

(20) To carry on the business of trucking, warehousing and storage, including the storage of all kinds of goods, wares and merchandise, the issue of storage and warehouse receipts, negotiable and non-negotiable, covering all kinds of goods, wares and merchandise.

(21) To acquire, organize, assemble, develop, build-up and operate constructing, producing, booking, servicing, supplying, and operating, and other organizations and systems and to hire, sell, lease, exchange, turn over, deliver and dispose of such organizations, in whole or in part, and as going organizations and systems and otherwise, and to enter into and perform contracts, agreements and undertakings of any kind in connection with any or all of the foregoing purposes.

(22) To lend its uninvested funds from time to time to such extent and to such persons, firms, associations, corporations, syndicates, governments or subdivisions thereof, and on such terms and on such security, if any, as the Board of Directors may determine.



(23) To acquire by purchase, exchange or otherwise, all, or any part of, or any interest in, the properties, assets, business and good will of any one or more persons, firms, associations, corporations or syndicates; to pay for the same in cash, property or its own or other securities; to hold, operate, reorganize, liquidate, sell or in any manner dispose of the whole or any part thereof; and in connection therewith, to assume or guarantee performance of any liabilities, obligations or contracts of such persons, firms, associations, corporations or syndicates, and to conduct in any lawful manner the whole or any part of any business thus acquired.

(24) To cause to be formed, merged, reorganized or liquidated, and to promote, take charge of and aid in any way permitted by law, the formation, merger, liquidation or reorganization of any corporation, association, syndicate or organization of any kind, domestic or foreign, and to form, organize, promote, manage, control and maintain and dissolve, merge or consolidate one or more corporations in any of the securities of which this Corporation may be or become interested.

(25) To organize or cause to be organized under the laws of the State of Delaware, or of any other state, district, territory, nation, colony, province or government, a corporation or corporations for the purpose of accomplishing any or all of the objects for which this Corporation is organized, and to dissolve, wind up, liquidate, merge or consolidate any such corporation or corporations or to cause the same to be dissolved, wound up, liquidated, merged or consolidated.

(26) To carry out all or any of the foregoing objects and purposes in the State of Delaware and in any other country, state or locality, as principal or agent and alone or with associates as a member of, or as the owner or holder of any stock of, or any shares or interest in, any firm, association, trust, corporation or syndicate, and to conduct its business in all of its branches without restrictions or limit as to extent and to have one or more offices out of the State of Delaware.

(27) To do all and everything necessary and proper for the accomplishment of the objects herein enumerated or necessary or incidental to the protection and benefit of the Corporation, and in general to carry on any lawful business necessary or incidental to the attainment of the purposes of the Corporation, whether such business is similar in nature to the objects and powers hereinabove set forth, or otherwise; but nothing herein contained is to be construed as giving the Corporation the power of issuing bills, notes or other evidences of debt for circulation as money, or the power of carrying on the business of receiving deposits of money, or the business of buying gold or silver bullion or foreign coins, or the business of constructing, maintaining and operating public utilities within the State of Delaware.

(28) To do any or all things herein set forth to the same extent as natural persons might or could do, as principal, agent, contractor or otherwise, and either alone or in conjunction with one or more other persons, firms, associations, trust estates or corporations.

(29) To conduct its business and promote its objects in the State of Delaware, other States, the District of Columbia, the territories and colonies of the United States and in foreign countries, without restriction as to place or amount, and to have one or more offices without as well as within the State of Delaware and to hold, purchase, mortgage and convey real or personal property without as well as within the State of Delaware, and to execute from time to time such general or special powers of attorney, and to such persons as the Board of Directors may approve, granting to such persons all powers, either in the United States of America or in any other country, state or locality which the Board of Directors may deem proper, and to revoke such powers of attorney as and when the Board of Directors may desire.

The foregoing clauses shall be construed as objects, purposes and powers, and it is hereby expressly provided that the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the powers of the Corporation.

Only the business for which a corporation may be formed under the provisions of the General Corporation Law of the State of Delaware may be conducted by this Corporation.

FOURTH: The total number of shares of stock which this Corporation shall have authority to issue is one thousand (1,000) shares of Common Stock, \$2.00 par value.

FIFTH: The names and places of residence of each of the incorporators are as follows:

<u>Name</u>	<u>Place of Residence</u>
Fifield Workum	Hook Road, Bedford, New York
Eliot B. Weathers	2 Popham Place, Scarsdale, New York
John C. Meleney	47 Burnside Drive, Hastings-on-Hudson, New York

SIXTH: The Corporation is to have perpetual existence.

SEVENTH: The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatsoever.

EIGHTH: All corporate powers shall be exercised by the Board of Directors, except as otherwise provided by statute or by this Certificate of Incorporation.

Elections of directors need not be by ballot. Any director may be removed, whether cause shall be assigned for such removal or not, and his place filled at any meeting of the stockholders by the vote of a majority of the outstanding stock of the Corporation entitled to vote. Vacancies in the Board of Directors (except vacancies arising from the removal of directors) and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum.

IN FURTHERANCE AND NOT IN LIMITATION OF THE POWERS CONFERRED BY STATUTE, THE BOARD OF DIRECTORS IS EXPRESSLY AUTHORIZED:

(a) To fix, determine and vary from time to time the amount to be maintained as surplus and the amount or amounts to be set apart as working capital.

(b) To set part out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and/or to abolish any such reserve in the manner in which it was created.

(c) To make, amend, alter, change, add to or repeal by-laws for the Corporation without any action on the part of the stockholders. The by-laws made by the directors may be amended, altered, changed, added to or repealed by the stockholders.

(d) To authorize and cause to be executed mortgages and liens, without limit as to amount, upon the real and personal property of the Corporation, including after-acquired property.

(e) From time to time to determine whether and to what extent, at what time and place, and under what conditions and regulations the accounts and books of the Corporation or any of them shall be open to the inspection of any stockholders; and no stockholder shall have any right to inspect any account or book or document of the Corporation except

as conferred by statute or by-laws or as authorized by a resolution of the stockholders or Board of Directors.

(f) To authorize the payment of compensation to the directors for services to the Corporation, including fees for attendance at meetings of the Board of Directors, of the Executive Committee, and of other committees, and to determine the amount of such compensation and fees.

NINTH: A director of the Corporation shall not be disqualified by his office from dealing or contracting with the Corporation either as a vendor, purchaser or otherwise, nor shall any transaction or contract of the Corporation be void or voidable by reason of the fact that any director or any firm of which any director is a member or any corporation of which any director is a shareholder, officer or director, is in any way interested in such transaction or contract, provided that such transaction or contract is or shall be authorized, ratified or approved either (1) by a vote of a majority of a quorum of the Board of Directors or of the Executive Committee, without including in such majority or quorum any director so interested or member of a firm so interested, or a shareholder, officer or director of a corporation so interested, or (2) by the written consent of the holders of record of a majority of all the outstanding shares of stock of the Corporation entitled to vote or the affirmative vote of the holders of a majority of stock of the Corporation represented at any meeting at which a quorum is present, nor shall any director be liable to account to the Corporation for any profits realized by or from or through any such transaction or contract of the Corporation authorized, ratified or approved as aforesaid by reason of the fact that he, or any firm of which he is a member or any corporation of which he is a shareholder, officer or director was interested in such transaction or contract. Nothing herein contained shall create liability in the events above described or prevent the authorization, ratification or approval of such transactions or contracts in any other manner permitted by law.

Any contract, transaction or act of the Corporation or of the Board of Directors which shall be ratified by the affirmative vote of the holders of a majority of the stock of the Corporation represented at any meeting at which a quorum is present and which is called for that purpose, shall be as valid and binding as though ratified by every stockholder of the Corporation; provided, however, that any failure of the stockholders to approve or ratify such contract, transaction or act, when and if submitted, shall not be deemed in any way to invalidate the same or to deprive the Corporation, its directors or officers of their right to proceed with such contract, transaction or action.

TENTH: Any property of the Corporation not essential to the conduct of its corporate business may be sold, leased, exchanged or otherwise disposed of by authority of its Board of Directors and the Corporation may sell, lease or exchange all of its property and assets, including its good-will and its corporate franchises, upon such terms and conditions and for such consideration, which may be in whole or in part shares of stock in, and/or other securities of, any other corporation or corporations, as its Board of Directors shall deem expedient and for the best interests of the Corporation, when and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power given at a stockholders' meeting duly called for that purpose, or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding.

ELEVENTH: Upon the written consent or vote of the holders of a majority in aggregate number of the shares of stock of the Corporation then outstanding and entitled to vote, every statute of the State of Delaware (a) increasing, diminishing, or in any way affecting the rights, powers or privileges of stockholders of corporations organized under the general laws of said State, or (b) giving effect to the action taken by any part, less than all, of the stockholders of any such corporation, shall be binding upon the Corporation and every

stockholder thereof, to the same extent as if such statute had been in force at the date of the making, filing and recording of this Certificate of Incorporation of the Corporation.

**TWELFTH:** Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this Corporation under the provisions of section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation as the case may be, and also on this Corporation.

**THIRTEENTH:** 1. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

2. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

3. To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs (1) and (2), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

4. Any indemnification under paragraphs (1) and (2) (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs (1) and (2). Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the stockholders.

5. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Article.

6. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. Notwithstanding any other provisions set forth in this Section, the indemnification authorized and provided hereby shall be applicable only to the extent that any such indemnification shall not duplicate indemnity or reimbursement which such person has received or shall receive otherwise than under this Article.

7. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article or otherwise.

8. This Article shall be interpreted to provide indemnification to the fullest extent permitted by law. If any part of this Article shall be found to be invalid or ineffective in any action, suit or proceeding, the validity and the effect of the remaining parts shall not be affected.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 20th day of October, 1958.

FIFIELD WORKUM	(L.S.)
ELIOT B. WEATHERS	(L.S.)
JOHN C. MELENEY	(L.S.)

STATE OF NEW YORK }  
COUNTY OF NEW YORK } SS.:

BE IT REMEMBERED that on the 20th day of October, 1958, personally came before me Roberta Hayhurst, a Notary Public in and for the State and County aforesaid, FIFIELD WORKUM, ELIOT B. WEATHERS and JOHN C. MELENEY, parties to the foregoing Certificate of Incorporation, known to me personally to be such, and acknowledged the said Certificate to be the act and deed of the said signers and that the facts therein stated are truly set forth.

GIVEN under my hand and seal of office the day and year aforesaid.

ROBERTA HAYHURST  
Notary Public

ROBERTA HAYHURST  
NOTARY PUBLIC  
STATE OF NEW YORK

ROBERTA HAYHURST  
Notary Public, State of New York  
No. 24-1722700 Qualified in Kings Co.  
Cert. Filed in New York County  
Commission expires March 30, 1959

Filed: Office of Secretary of State 9:00 A.M. October 21, 1958.

Recorded: Office of Recorder of Deeds for New Castle County October 21, 1958.

Article Fourth amended January 27, 1959, to decrease the authorized amount of Capital Stock from 7,500,000 to 3,053,000 shares.

Name of Corporation changed February 11, 1959, from "Universal Oil Processes, Inc." to "Universal Oil Products Company."

Article Fourth amended May 8, 1962, to increase the authorized amount of Capital Stock from 3,053,000 to 4,000,000 shares (effective June 4, 1962).

Article Fourth amended May 9, 1967, to increase the authorized amount of Capital Stock from 4,000,000 to 6,000,000 shares (effective May 19, 1967).

Article Fourth amended May 14, 1968, to increase the authorized amount of Capital Stock from 6,000,000 to 15,000,000 shares and to change each of the shares issued as of May 14, 1968 into two shares (effective May 14, 1968).

Article Fourth amended May 13, 1969, to authorize the issuance of 1,500,000 shares of preferred stock (effective May 19, 1969).

Article Thirteenth amended May 13, 1969, to authorize the indemnification of directors, officers, employees and agents of the Corporation (effective May 19, 1969).

Article First amended July 15, 1975, to change the name of the Corporation from Universal Oil Products Company to UOP Inc.

Article Fourth amended May 26, 1978, by deleting article in its entirety and in lieu thereof authorizing the issuance of 1,000 shares of Common Stock, \$2.00 par value.

**BY-LAWS**

of

**UOP Inc.**

*As Amended through October 17, 1975*

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## BY-LAWS

of

UOP Inc.

SECTION 1. In addition to its principal office in the State of Delaware, the Corporation may also have offices at such other places within or without the State of Delaware as the Board of Directors shall from time to time determine.

SECTION 2. Meetings of the stockholders and meetings of the Board of Directors may be held at any place or places within or without the State of Delaware.

SECTION 3. The annual meeting of the stockholders of the Corporation for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held at the office of the Corporation in Chicago, Illinois, or at such other place in Chicago, Illinois, as may be determined by the Board of Directors and stated in the notice of such meeting, at 11:00 o'clock in the forenoon, on the second Tuesday of May in each year, unless such day is a legal holiday, in which case such meeting shall be held on the first day thereafter which is not a legal holiday.

SECTION 4. Special meetings of the stockholders of the Corporation may be held, upon call of the Chairman of the Board of Directors, the President, the Board of Directors, the Executive Committee or of the stockholders holding one-fourth of the outstanding capital stock having voting power. Such call shall state the time, place and purposes of the meeting.

SECTION 5. Notice of the time and place of every meeting of stockholders and of the business to be acted on at such meeting shall be mailed by the Secretary or an Assistant Secretary, at least ten days before the meeting, to each stockholder of record having voting power and entitled to such notice at his last known post office address; provided, however, that if a stockholder be present at a meeting, or in writing waive notice thereof before or after the meeting, notice of the meeting to such stockholder shall be unnecessary.

SECTION 6. The holders of a majority of the stock of the Corporation having voting power present in person or by proxy shall constitute a quorum, but less than a quorum shall have power to adjourn any meeting from time to time without notice. The holders of a majority of the stock present and entitled to vote at a duly qualified meeting of stockholders shall have power to act.

SECTION 7. At every meeting of stockholders each stockholder entitled to vote thereat shall be entitled to one vote for each share of stock held by him, and may vote and otherwise act in person or by proxy; but no proxy shall be voted upon more than three (3) years after its date unless such proxy provides for a longer period. Notwithstanding the foregoing, a proxy shall be voted only at one meeting of stockholders and any adjournment or adjournments thereof.

SECTION 8. At least ten days before each election of directors a complete list, arranged in alphabetical order, of the stockholders entitled to vote at the election shall be prepared and filed in the office where the election is to be held and shall, during the usual hours of business, for said ten days, and during the election, be open to the examination of any stockholder.

SECTION 9. Certificates of stock shall be of such form and device as the Board of Directors may elect and shall be signed by the Chairman of the Board of Directors or the President or a Vice-President and the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary, but where any such certificate is signed by a registrar on behalf of the Corporation, any other signature on the certificate may be facsimile, engraved or printed.



SECTION 10. The stock of the Corporation shall be transferable or assignable only on the books of the Corporation by the holders in person, or by attorney, on the surrender of the certificates therefor, with an assignment and power of attorney endorsed thereon or attached thereto, duly executed, with such proof or a guarantee of the authenticity of the signature as the Corporation or its agents may reasonably require. Lost or destroyed certificates may be replaced in accordance with such regulations as the Board of Directors may prescribe. The Board of Directors may appoint one or more transfer agents and registrars of the stock.

SECTION 11. The Board of Directors is hereby authorized to fix in advance a date, not exceeding sixty (60) days nor less than ten (10) days preceding the date of any meeting of stockholders or the date for the payment of any dividend or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining the consent of stockholders for any purpose, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting, or entitled to receive payment of any dividends, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to give such consent, and in such case such stockholders and only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation.

SECTION 12. The Chairman of the Board, or a person appointed by the Chairman of the Board, shall act as Chairman of every meeting of stockholders, and the Secretary of the Corporation shall act as Secretary of the meeting. In the absence of any such person at such meeting, the stockholders present at the meeting shall appoint a Chairman or a Secretary of the meeting, as the case may be.

SECTION 13. (a) The affairs of the Corporation shall be managed by a Board consisting of not less than three (3) or more than fourteen (14) directors, who shall be elected for the term of one (1) year by the stockholders entitled to vote at each annual election and shall hold office until their successors are elected and shall have qualified or until they shall die or resign.

(b) Vacancies in the Board of Directors, including vacancies in the Board of Directors resulting from any increase in the number of directors, may be filled by a majority of the directors.

SECTION 14. (a) Meetings of the Board of Directors shall be held at the times fixed by resolutions of the Board or upon call of the Chairman of the Board, the President or any two directors and may be held outside of the State of Delaware. The Secretary or officer performing his duties shall give reasonable notice (which need not in any event exceed two (2) days) of all meetings of directors, provided that a meeting may be held without notice immediately after the annual election, and notice need not be given of regular meetings held at times fixed by resolution of the Board. Meetings may be held at any time without notice if all the directors are present or if those not present waive notice either before or after the meeting. Notice by mail or telegraph to the usual business or residence address of the directors not less than the time above specified before the meeting shall be sufficient. A majority of the directors then in office shall constitute a quorum and the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. Less than such a quorum shall have power to adjourn any meeting from time to time without notice.

(b) The Chairman of the Board, or a director appointed by the Chairman of the Board, shall act as Chairman of every meeting of the Board of Directors, and the Secretary of the

Corporation shall act as Secretary of the meeting. In the absence of any such person at such meeting, the directors present at the meeting shall appoint a Chairman or Secretary of the meeting, as the case may be.

SECTION 15. The Board of Directors shall have power to authorize the payment of compensation to the directors for services to the Corporation, including fees for attendance at meetings of the Board of Directors, of the Executive Committee and of other committees and to determine the amount of such compensation and fees.

SECTION 16. The Board of Directors, as soon as may be after the election of directors in each year, may appoint one of their number Chairman of the Board, one of their number Vice-Chairman of the Board and shall appoint one of their number President of the Corporation, and shall also appoint one or more Vice-Presidents, a Secretary and a Treasurer, and shall from time to time appoint such other officers as they may deem proper.

SECTION 17. The term of office of all officers shall be until the next election of directors and until their respective successors are chosen and qualified, or until they shall die or resign, but any officer may be removed from office at any time by the Board of Directors. Vacancies in any office may be filled by the Board at any meeting.

SECTION 18. The officers of the Corporation shall have such powers and duties as usually pertain to their offices, except as modified by the Board of Directors, and shall also have such powers and duties as may from time to time be conferred upon them by the Board of Directors.

SECTION 19. The Board of Directors may, by a resolution passed by a majority of the whole Board, appoint an Executive Committee, to consist of the Chairman of the Board, the President and such number of the directors as the Board may from time to time determine, which shall have and may exercise during the intervals between the meetings of the Board all the powers vested in the Board except the powers to fill vacancies in the Board, power to change the membership of or fill vacancies in said Committee and the power to change the By-laws. The Board shall have the power at any time to change the membership of such Committee and to fill vacancies in it. The Executive Committee may make rules for the conduct of its business and may appoint such committees and assistants as it may deem necessary. A majority of the members of said Committee shall constitute a quorum.

SECTION 20. The Board of Directors is authorized to select such depositaries as it shall deem proper for the funds of the Corporation. All checks and drafts against such deposited funds shall be signed and countersigned by persons to be specified by the Board of Directors.

SECTION 21. The corporate seal of the Corporation shall be in such form as the Board of Directors shall prescribe.

SECTION 22. Either the Board of Directors or the stockholders may alter or amend these By-laws at any meeting duly held.

SECTION 23. (a) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

(c) To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under subsections (a) and (b) (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in subsections (a) and (b). Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders.

(e) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Section.

(f) The indemnification provided by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. Notwithstanding any other provisions set forth in this Section, the indemnification authorized and provided hereby shall be applicable only to the extent that any such indemnification shall not

duplicate indemnity or reimbursement which such person has received or shall receive otherwise than under this Section.

(g) The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Section or otherwise.

(h) This Section shall be interpreted to provide indemnification to the fullest extent permitted by law. If any part of this Section shall be found to be invalid or ineffective in any action, suit or proceeding, the validity and the effect of the remaining parts shall not be affected.

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SECTION 16 amended September 22, 1964, to include the office of Vice-Chairman of the Board.

SECTION 9 amended October 27, 1964, effective as of October 1, 1964, to include the Chairman of the Board of Directors.

SECTION 23 added as a new section, effective June 25, 1968.

SECTION 11 amended December 19, 1968.

SECTION 14 amended December 19, 1968 by adding new paragraph (b).

SECTION 9 amended June 24, 1969.

SECTION 13 amended May 13, 1975.

SECTION 13 amended October 17, 1975.

State of Delaware

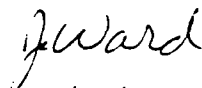


## Office of Secretary of State

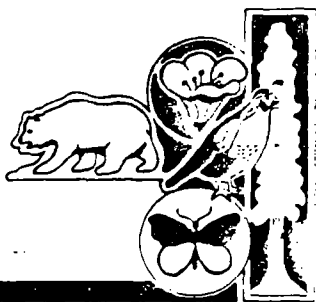
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I, GLENN C. KENTON, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO  
HEREBY CERTIFY THAT CLOW CORPORATION IS DULY INCORPORATED UNDER THE LAWS OF  
THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE  
EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE DATE BELOW  
SHOWN.

  
Glenn C. Kenton, Secretary of State

AUTHENTICATION:   
DATE: 09/07/1983

832490238



# State of California

OFFICE OF THE SECRETARY OF STATE

## CERTIFICATE OF STATUS FOREIGN CORPORATION

I, MARCH FONG EU, *Secretary of State of the State of California*, hereby certify:

That on the 12th day of July, 19 68,

CLOW CORPORATION

a corporation organized and existing under the laws of the state of

Delaware, complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in this State; and

That the above corporation is entitled to transact intrastate business in the State of California as of the date of this certificate subject, however, to any licensing requirements otherwise imposed by the laws of this state; and

That no information is available in this office on the financial condition, business activity or practices of this corporation



IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this  
12th day of September, 1983

*March Fong Eu*

Secretary of State



## CERTIFICATE

I, Donald E. Engel, Assistant Secretary of Clow Corporation, a Delaware corporation, do hereby certify that the attached are true and correct copies of Clow Corporation's By-laws and restated Certificate of Incorporation as currently in full force and affect.

IN WITNESS WHEREOF, I have subscribed my name as Assistant Secretary and have caused the corporate seal of said corporation to be affixed hereto this 30th day of September, 1983.

  
Assistant Secretary

RESTATED CERTIFICATE OF INCORPORATION  
OF  
CLOW CORPORATION

Clow Corporation, a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is Clow Corporation.

The date of filing its original Certificate of Incorporation with the Secretary of State was February 21, 1955 under the name "Wolc Pipe Company," changed to "James B. Clow & Sons, Inc." June 30, 1955, and to "Clow Corporation" May 1, 1967.

2. This Restated Certificate of Incorporation only restates and integrates and does not further amend the provisions of the Certificate of Incorporation of this corporation as heretofore amended or supplemented and there is no discrepancy between those provisions and the provisions of this Restated Certificate of Incorporation.

3. The text of the Certificate of Incorporation as amended or supplemented heretofore is hereby restated without further amendments or changes to read as herein set forth in full:

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FIRST. The name of the corporation is Clow Corporation.

SECOND. Its principal office in the State of Delaware is located at No. 100 West Tenth Street, in the City of Wilmington, County of New Castle. The name and address of its resident agent is The Corporation Trust Company, No. 100 West Tenth Street, Wilmington 99, Delaware.

THIRD. The nature of the business, or objects or purposes to be transacted, promoted or carried on are:

To manufacture, buy, sell and deal in and with cast iron pipe, and valves and fittings.

To manufacture, purchase or otherwise acquire, invest in, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade, deal in and deal with goods, wares and merchandise and personal property of every class and description.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes; copyrights, trademarks and trade names, relating to or useful in connection with any business of this corporation.

To acquire by purchase, subscription or otherwise, and to receive, hold, own, guarantee, sell, assign, exchange, transfer, mortgage, pledge or otherwise dispose of or deal in and with any of the shares of the capital stock, or any voting trust certificates in respect of the shares of capital stock, scrip, warrants, rights, bonds, debentures, notes, trust receipts, and other securities, obligations, choses in action and evidences of indebtedness or interest issued or created by any corporations, joint stock companies, syndicates, associations, firms, trusts or persons, public or private, or by the government of the United States of America, or by any

foreign government, or by any state, territory, province, municipality or other political subdivision or by any governmental agency, and as owner thereof to possess and exercise all the rights, powers and privileges of ownership, including the right to execute consents and vote thereon, and to do any and all acts and things necessary or advisable for the preservation, protection, improvement and enhancement in value thereof.

To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, county, state, body politic or government or colony or dependency thereof.

To borrow or raise moneys for any of the purposes of the corporation and, from time to time without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

To loan to any person, firm or corporation any of its surplus funds, either with or without security.

To purchase, hold, sell and transfer the shares of its own capital stock; provided it shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital except as otherwise permitted by law, and provided further that shares of its own capital stock belonging to it shall not be voted upon directly or indirectly.

To have one or more offices, to carry on all or any of its operations and business and without restriction or limit as to amount to purchase or otherwise acquire, hold, own, mortgage, sell, convey or otherwise dispose of, real and personal property of every class

and description in any of the states, districts, territories or colonies of the United States, and in any and all foreign countries, subject to the laws of such state, district, territory, colony or country.

In general, to carry on any other business in connection with the foregoing, and to have and exercise all the powers conferred by the laws of Delaware upon corporations formed under the General Corporation Law of the State of Delaware, and to do any or all of the things hereinbefore set forth to the same extent as natural persons might or could do.

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in this certificate of incorporation, but the objects and purposes specified in each of the foregoing clauses of this article shall be regarded as independent objects and purposes.

FOURTH. The total number of shares of capital stock that may be issued by the corporation is 4,605,600 of which 5,600 shares, par value \$100 per share, shall be 7% Cumulative First Preferred Stock (hereinafter in this Article FOURTH referred to as First Preferred Stock), 600,000 shares, par value \$1.00 per share, shall be Series Preferred Stock, and 4,000,000 shares, par value \$6.25 per share, shall be Common Stock.

Shares of the stock of any class of the corporation may be issued by the corporation from time to time for such consideration, not less than the par value thereof, as may be fixed from time to time by the board of directors, and any and all such shares so issued, the full consideration for which shall have been paid or delivered, shall be deemed fully paid and nonassessable stock and not liable to any further call or assessment thereon.

The number of authorized shares of any class or classes may be increased or decreased by the affirmative vote of the holders of a majority of the stock of the corporation entitled to vote.

A description of the First Preferred Stock and Series Preferred Stock and a statement of the designations and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof, in respect of each of such classes of stock are as follows:

PART I. Provisions Applicable to 7% Cumulative First Preferred Stock

- A. The holders of the First Preferred Stock shall be entitled to receive, when and as declared by the board of directors of the corporation, out of any assets of the corporation available for dividends pursuant to the laws of the State of Delaware, preferential dividends at the rate of seven per centum (7%) per annum and no more, payable semi-annually on the first days of February and August in each year before any dividend shall be declared or paid upon or set apart for the Series Preferred Stock and Common Stock. Such dividends upon the First Preferred Stock shall be cumulative from the first day of February 1955 so that if dividends for any past dividend period at the rate of Seven per centum (7%) per annum shall not have been paid thereon, or declared and a sum sufficient for payment thereof set apart, the deficiency shall be fully paid or set apart but without interest, before any dividend shall be paid upon or set apart for the Series Preferred Stock or the Common Stock. Whenever the full dividends upon the First Preferred Stock for all past dividend periods shall have been paid, and the full dividend thereon for the then current dividend period shall have been paid or declared and a sum sufficient for the payment thereof set apart, dividends upon the Series Preferred Stock and the Common Stock may be declared by the board of directors out of the remainder of the assets available therefor.
- B. In the event of any liquidation, dissolution or winding up of the affairs of the corporation, whether voluntary or involuntary, the holders of the First Preferred Stock shall be entitled, before any assets of the corporation shall be distributed among or paid over to the holders of the Series Preferred Stock or the Common Stock, to be paid in full the par value of their shares, together with a sum of money equivalent to dividends at the rate of Seven per centum (7%) per annum on the par value thereof, from the date or dates upon which dividends on such First Preferred Stock became cumulative to the date of payment

thereof, less the amount of dividends theretofore paid thereon. If, upon such liquidation, dissolution or winding up, the assets of the corporation distributable as aforesaid among the holders of the First Preferred Stock shall be insufficient to permit of the payment to them of said amount, the entire assets shall be distributed ratably among the holders of the First Preferred Stock.

- C. The corporation, may at the option of the board of directors, redeem the whole or any part of the outstanding First Preferred Stock on any dividend payment date on or after August 1, 1957 by paying or delivering for each share thereof:
- (1) Seventy-five Dollars (\$75.00) in cash; and
  - (2) a sum of money equivalent to dividends at the rate of Seven per centum (7%) per annum on the par value thereof from the date on which the dividends thereon became cumulative to the date fixed for such redemption, less the amount of dividends theretofore paid thereon; and
  - (3) an unsecured debenture bond of the corporation in the principal amount of One Hundred Dollars (\$100.00) payable Ten (10) years after the date of issuance (which shall be the same as the effective date of the redemption) and bearing interest at the rate of Seven per centum (7%) per annum payable semi-annually on the first days of February and August of each year. Such debenture bonds shall be general obligations of the corporation, may be in registered or unregistered form, and shall contain such other provisions, not inconsistent herewith, as shall be determined by the board of directors.

Notice of such election to redeem shall be mailed to each holder of stock so to be redeemed at his address as it appears on the books of the corporation, not less than thirty (30) days prior to the dividend date upon which the stock is to be redeemed. In case less than

all of the outstanding First Preferred Stock is to be redeemed, the amount to be redeemed and the method of effecting such redemption, whether by lot or pro rata or other equitable method, may be determined by the board of directors. If, on or before the redemption date named in such notice, the funds and debenture bonds necessary for such redemption shall have been set aside and issued by the corporation so as to be available for payment and delivery on demand to the holders of the First Preferred Stock so called for redemption, then, notwithstanding that any certificate of the First Preferred Stock so called for redemption shall not have been surrendered for cancellation, the dividends thereon shall cease to accrue from and after the date of redemption so designated, and all rights with respect to such First Preferred Stock so called for redemption, including any right to vote or otherwise participate in the determination of any proposed corporate action, shall forthwith after such redemption date cease and determine, except only the right of the holder to receive the aforesaid sums of money (but without interest) and debenture bonds. First Preferred Stock redeemed pursuant to the provisions hereof, or otherwise acquired by the corporation, shall not be reissued but shall be cancelled.

- D. No stockholder of this corporation, nor any executor, administrator, trustee, pledgee or assignee acting in the name or right of such stockholder, shall sell the whole or any part or portion of the First Preferred Stock of the corporation owned or controlled by him to any person, firm or corporation (other than to this corporation) without first offering said shares of First Preferred Stock for sale to the corporation, in the following manner and subject to the following provisions, to-wit:

- (1) Such First Preferred stockholder (or such other person acting in the name or right of such stockholder) shall give to the corporation not less than fifteen (15) days prior written notice of his intention to make such sale, which notice shall be sent by registered mail with return receipt requested directed to the attention of the Secretary, shall

state the name and address of the proposed purchaser, the proposed sale price, and the terms and conditions of the proposed sale, and shall be accompanied by the certificates representing the shares of First Preferred Stock so proposed to be sold, which certificates shall be properly endorsed or assigned in blank. The said fifteen (15) day period shall commence to run upon the receipt of such notice and the endorsed or assigned certificates by the corporation at its principal office.

- (2) In the event the corporation shall elect to purchase the said shares of First Preferred Stock it shall pay over to the depositing stockholder within said fifteen (15) day period a sum of money equal to the proposed sale price as specified in the depositing stockholder's notice. In the event the corporation shall not elect to purchase said shares, it shall return the certificates representing such shares to the depositing stockholder promptly upon the expiration of said fifteen (15) day period and the depositing stockholder shall then be free to sell and transfer said shares of First Preferred Stock only to the person named in said notice, and only at the price and upon the terms and conditions stated therein.

Compliance with the foregoing terms and conditions in regard to the sale of shares of First Preferred Stock of this corporation shall be a condition precedent to the transfer of such shares of stock on the books of the corporation.

- E. Except as otherwise provided in this certificate of incorporation or as otherwise made mandatory by law, each holder of First Preferred Stock shall be entitled to one vote for each share of such stock then outstanding and of record in his name on the books of the corporation.

## PART II. Provisions Applicable to All Series of Series Preferred Stock

- A. The board of directors is expressly authorized at any time, and from time to time, to provide for the issuance

of shares of Series Preferred Stock in one or more series, with such voting powers, full or limited, or without voting powers and with such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions providing for the issue thereof adopted by the board of directors, and as are not stated and expressed in the certificate of incorporation, including (but without limiting the generality thereof) the following:

- (1) The designation of such series.
- (2) The dividend rate of such series, the conditions and dates upon which such dividends shall be payable, the preference or relation which such dividends shall bear to the dividends payable on any other class or classes or series of stock, and whether such dividends shall be cumulative or non-cumulative.
- (3) Whether the shares of such series shall be subject to redemption by the corporation and, if made subject to such redemption, the times, prices, and other terms and conditions of such redemption.
- (4) The terms and amount of any sinking fund provided for the purchase or redemption of the shares of such series.
- (5) Whether or not the shares of such series shall be convertible into, or exchangeable for, shares of any other class or classes or of any other series of any class or classes of stock of the corporation, and, if provision be made for conversion or exchange, the times, prices, rates, adjustments, and other terms and conditions of such conversion or exchange.



- (6) The extent, if any, to which the holders of the shares of such series shall be entitled to vote with respect to the election of directors or other matters.
- (7) The restrictions, if any, on the issue or reissue of any additional Series Preferred Stock.
- (8) The rights of the holders of the shares of such series upon the dissolution of, or upon the distribution of assets of, the corporation.
- (9) The conditions and restrictions, if any, on the payment of dividends or on the making of other distributions on, or the purchase, redemption or other acquisition by the corporation or any subsidiary, of the Common Stock or of any other class of stock of the corporation ranking junior to the shares of such series as to dividends or upon liquidation.
- (10) The conditions and restrictions, if any, on the creation of indebtedness of the corporation, or any subsidiary, or on the issue of any additional stock ranking on a parity with or prior to the shares of such series as to dividends or upon liquidation.

B. Except as otherwise required by law and except for such voting powers with respect to the election of directors or other matters as may be stated in the resolutions of the board of directors creating any series of Series Preferred Stock, the holders of any such series shall have no voting power whatsoever.

Pursuant to authority conferred upon the Board of Directors by Article FOURTH, Part II, and pursuant to the provisions of Section 151 of Title 8 of the General Corporation Law of the State of Delaware, said Board of Directors duly adopted a resolution on January 22, 1970 providing for the issuance of an initial series of Thirty-three Thousand (33,000) shares of Series Preferred Stock, par value \$1 per share, which resolution is as follows:

RESOLVED, that pursuant to the authority vested in the Board of Directors of this Corporation in accordance with the provisions of its Certificate of Incorporation, as amended, there is hereby established an initial series of the Corporation's Series Preferred Stock which is herein designated "Series A Preferred Stock" and which shall initially consist of 33,000 shares, subject to increase in number from time to time by action of the board of directors. The powers, privileges and relative, participating, optional and other special rights and the qualifications, limitations and restrictions of the Series A Preferred Stock shall be as follows:

(a) The holders of the Series A Preferred Stock shall be entitled to receive cash dividends out of the surplus or net profits of the Corporation available for dividends at the annual rate of \$6.00 per annum, and no more, payable in quarterly installments on the 20th day of January, April, July and October in each year, after the required provision has been made for dividends on the Corporation's First Preferred Stock and before any dividends shall be declared and paid upon or set apart for the Common Stock. Each such quarterly payment shall be in respect of the quarterly period ending on the last day of the month preceding the month in which the dividend payment date occurs, except that the first quarterly dividend on any shares of the Series A Preferred Stock shall accrue and be payable prorata only for the portion of the quarterly dividend period during which such shares are outstanding. If dividends from the date on which such dividends commence to accrue to the end of the then current quarterly dividend period for such stock shall not have been paid or declared and a sum sufficient for the payment thereof set apart, the amount of the deficiency shall be paid, but without interest, or dividends in such amount shall be declared and set apart for payment, before any dividends shall be declared or paid upon or set apart for, or any other distribution shall be ordered or made in respect to the Common Stock, or before any Common Stock shall be purchased by the Corporation. If dividends on the Series A Preferred Stock and of other series of Series Preferred Stock are not paid in full or declared in full and sums set apart for the payment thereof, then no dividends shall be declared and paid on any such stock unless declared and paid ratably on all shares of the Series A Preferred Stock and of such other series of Series Preferred Stock then outstanding, including dividends accrued or in arrears, if

any, in proportion to the respective amounts that would be payable per share if all such dividends were declared and paid in full. The "other series of Series Preferred Stock" referred to in the preceding sentence means and refers only to those series of cumulative preferred stock which rank on a parity with respect to the payment of dividends. The term "dividends accrued or in arrears" whenever used herein shall be deemed to mean an amount which shall be equal to dividends thereon, without interest, at the annual dividend rates per share from the date or dates on which such dividends commence to accrue to the end of the then current quarterly dividend period for such stock (or, in the case of redemption, to the date of redemption), less the amount of all dividends paid upon such stock.

(b) The Series A Preferred Stock shall be preferred over the Common Stock as to assets, and in the event of any liquidation or dissolution or winding up of the Corporation (whether voluntary or involuntary), after the required provision has been made for payments due on the Corporation's First Preferred Stock, the holders of the Series A Preferred Stock shall be entitled to receive \$100 per share out of the assets of the Corporation available for distribution to its stockholders, whether from capital, surplus or earnings, with all dividends accrued or in arrears, before any distribution of the assets shall be made to the holders of the Common Stock, and shall be entitled to no other or further distribution. If upon any liquidation, dissolution or winding up of the Corporation, the assets distributable among the holders of Series A Preferred Stock and of other series of Series Preferred Stock shall be insufficient to permit the payment in full to the holders of the Series A Preferred Stock and of such other Series Preferred Stock, of all preferential amounts payable to all such holders, then the entire assets of the Corporation thus distributable shall be distributed ratably among the holders of the Series A Preferred Stock and of such other Series Preferred Stock in proportion to the respective amounts that would be payable per share if such assets were sufficient to permit payment in full. The "other series of Series Preferred Stock" referred to in the preceding sentence means and refers only to those series which rank on a parity with the Series A Preferred Stock with respect to the distribution of assets.

(c) The whole or any part of the Series A Preferred Stock at any time outstanding may be redeemed by the Corporation at its election, expressed by resolution of the board of directors, upon not less than thirty three (33) nor more than sixty (60) days' previous notice to the holders of record of the stock to be redeemed, given as hereinafter provided. Redemption may be made at any time or from time to time on and after April 1, 1975. The initial price at which such stock may be redeemed on April 1, 1975, shall be \$103.00 per share and said redemption price shall decline by sixty (60) cents on April 1 of each of the next five (5) years thereafter so that on April 1, 1980, and at all times thereafter, the price at which such stock may be redeemed shall be \$100.00 per share, plus in each case all dividends accrued or in arrears (hereinafter in this paragraph called "the redemption price"). If less than all of the Series A Preferred Stock then outstanding is to be redeemed, the redemption may be made either by lot or pro rata, in such manner as may be prescribed by resolution of the board of directors. Notice of any proposed redemption shall be given by the Corporation by mail, or caused by the Corporation to be so given, not more than sixty (60) nor less than thirty-three (33) days prior to the redemption date, to the holders of record of the shares to be redeemed at their respective addresses then appearing on the records of the Corporation. Notice having been so given, from and after the date fixed therein as the date of redemption, unless default shall be made by the Corporation in payment or in providing moneys (in the manner hereinafter specified) for the payment of the redemption price pursuant to such notice:

(1) All dividends on the Series A Preferred Stock thereby called for redemption shall cease to accrue.

(2) All rights of the holders thereof as stockholders of the Corporation, except the right to receive the redemption price (but without interest) and the right, if any, to exercise all privileges of conversion which shall not theretofore have terminated, shall cease and determine.

(3) Each holder of Series A Preferred Stock shall thereupon become entitled to payment of the redemption price upon surrendering the holder's certificate for redemption to the Corporation or any transfer agent for such shares as may be specified in the notice of redemption.

The Corporation may pay the redemption price either by mailing checks to those entitled thereto (addressed to a holder of record at the holder's address then appearing on the records of the Corporation) or by providing the moneys for the payment of the redemption price by depositing the amount thereof with a bank or trust company doing business in the City of Chicago, State of Illinois, and having a capital and surplus of at least \$10,000,000 (provided that the notice of redemption shall state the intention of the Corporation to deposit such amount) on or before the date of redemption. Any interest allowed on moneys so deposited shall be paid to the Corporation. Any moneys so deposited which shall remain unclaimed by the holders of such Series A Preferred Stock at the end of six (6) years after the redemption date shall become the property of, and be paid by such bank or trust company to, the Corporation.

(d) Except as otherwise made mandatory by law, each holder of Series A Preferred Stock shall be entitled to one (1) vote for each share of such stock outstanding and of record in his name on the books of the Corporation. Neither such voting rights nor the number of votes per share of said stock shall be affected by any change in the conversion ratio under part (f) (2) of these provisions.

(e) In the event that any quarterly dividend due on any shares of Series A Preferred Stock shall be in default, until all such defaults have been cured, the Corporation shall not (i) redeem any shares of Series A Preferred Stock or any other stock ranking junior to or on a parity with the Series A Preferred Stock either with respect to payment of dividends or upon liquidation, unless all outstanding shares of Series A Preferred Stock shall be redeemed, or (ii) purchase or otherwise acquire any shares of Series A Preferred Stock or any other stock ranking junior to or on a parity with the Series A Preferred Stock either with respect to payment of dividends or upon liquidation, except in

accordance with a purchase offer made by the Corporation to all holders of record of the Series A Preferred Stock and the holders of all other Series Preferred Stock included in such offer providing for the purchase of the Series A Preferred Stock at a stated price per share (which price and the stated prices per share for any other Series Preferred Stock included in such offer shall be in equal proportion to the redemption prices then applicable to the Series A Preferred Stock and any other such Series Preferred Stock) and upon stated terms, other than price, which shall be the same with respect to all classes and series of stock included in such offer.

(f) (1) The shares of the Series A Preferred Stock shall be convertible, at the option of the respective holders thereof, at any time or from time to time into fully paid and nonassessable shares of the Common Stock of the Corporation on the basis of four (4) shares of Common Stock for each share of the Series A Preferred Stock.

(2) The conversion rate shall be adjusted from time to time as follows:

(i) In case the Corporation shall pay a dividend of shares of Common Stock on the outstanding Common Stock, subdivide it's outstanding Common Stock into a larger number of shares of Common Stock by reclassification or otherwise, or combine it's outstanding Common Stock into a smaller number of shares of Common Stock by reclassification or otherwise, the conversion rate in effect immediately prior thereto shall be proportionately adjusted so that the holder of any shares of Series A Preferred Stock thereafter surrendered for conversion shall be entitled to receive the number of shares of Common Stock which he would have owned or have been entitled to receive after the happening of any of the events described above had such shares of Series A Preferred Stock been converted immediately prior to the happening of such event. An adjustment made pursuant to this subparagraph (i) shall become

effective on the day after the record date in the case of a stock dividend and shall become effective on the day after the effective date in the case of a subdivision or combination of shares.

(ii) The adjustment provided for in subparagraph (i) shall not be required, however, if the aggregate number of shares of Common Stock issued as dividends on the Common Stock since the initial issuance of the Series A Preferred Stock or since the most recent previous adjustment of the conversion ratio (to reflect a stock dividend or dividends), as the case may be, does not exceed 5% of the total number of shares of Common Stock outstanding immediately after such initial issuance or such previous adjustment (restated to take into account any intervening subdivisions or reclassifications of the Common Stock); provided, however, that when the aggregate number of shares of Common Stock issued as dividends since said initial issuance of the Series A Preferred Stock or since such most recent previous adjustment in the conversion rate shall exceed the foregoing 5%, the conversion rate shall be proportionately adjusted, as provided in part (f) (2) (i) immediately preceding so as to reflect all such dividends in shares of Common Stock since said initial issuance of the Series A Preferred Stock or since such most recent previous adjustment, as the case may be.

(iii) In case of any consolidation of the Corporation with or its merger into another corporation, or any reclassification of the Common Stock or any capital reorganization of the Corporation involving a change in the Common Stock, other than a reclassification or reorganization involving merely a subdivision or combination of outstanding shares of the Common Stock, the shares of the Series A Preferred Stock (or any shares issued in exchange therefor upon any consolidation or merger) shall thereafter be convertible into the number and class of shares or other securities or property of the Corporation, or of the corporation resulting from any merger or consolidation, to which the shares of the Common Stock otherwise issuable upon conversion of the shares of the Series A Preferred Stock would have been entitled upon such merger, consolidation, reclassification, or reorganization

if outstanding at the time thereof; and in any such case appropriate adjustment, as determined by the board of directors, shall be made in the application of the provisions of this subdivision (f) with respect to the conversion rights thereafter of the holders of the shares of the Series A Preferred Stock, to the end that such provisions shall thereafter be applicable, as nearly as reasonably may be, in relation to any shares or other securities or property thereafter issuable or deliverable upon the conversion of shares of the Series A Preferred Stock (or any shares issued in exchange therefor upon any such consolidation or merger); and appropriate provision, as determined by the board of directors shall be made as a part of the terms of any such consolidation or merger whereby the conversion rights of the holders of the shares of the Series A Preferred Stock shall be protected and preserved in accordance with the provisions of this paragraph (iii).

(iv) No payment or adjustment with respect to dividends on shares of the Series A Preferred Stock or on the Common Stock shall be made in connection with any conversion.

(v) The conversion rate shall not be adjusted by reason of any issue of shares by the Corporation other than as described above, and in particular, without limiting the generality of the foregoing, the conversion rate shall not be adjusted by reason of: (A) the issuance of shares pursuant to options and stock purchase agreements granted or entered into with officers or employees of the Corporation; and (B) the issuance of shares for cash or in exchange for assets or stock of another company.

(vi) Any adjustment in the conversion rate as herein provided shall be to the nearest, or if there shall be no nearest, then to the next lower, one hundredths of a share of Common Stock, and shall remain in effect until further adjustment as required hereunder.



(3) Whenever the conversion rate shall be adjusted or changed as provided in paragraph 2 of this subdivision (f), the Corporation shall promptly file with each transfer agent for the shares of the Series A Preferred Stock and, as soon as practicable after such adjustment or change and in no event later than 10 full business days thereafter, shall mail to the holders of record of such shares at their respective addresses then appearing on the records of the Corporation a statement signed by an officer of the Corporation, stating the adjusted or changed conversion rate determined as provided in said paragraph 2 and setting forth in reasonable detail the facts requiring such adjustment or change. Each transfer agent for the shares of the Series A Preferred Stock shall be fully protected in relying on such statements and shall be under no duty to examine into the accuracy thereof. If any question shall at any time arise with respect to an adjusted or changed conversion rate, such question shall be determined by a firm of independent certified public accountants selected by the Corporation and acceptable to the transfer agents for the shares of the Series A Preferred Stock, and such determination shall be binding upon the Corporation and the holders of such shares.

(4) In order to effect the conversion of shares of the Series A Preferred Stock, the holder of the certificate or certificates therefor shall surrender such certificate or certificates to the Corporation or to any transfer agent for the shares of the Series A Preferred Stock, with request for conversion. If the shares of the Common Stock issuable upon such conversion are to be issued in a name other than that in which the shares of the Series A Preferred Stock to be converted are registered, such certificate or certificates shall be duly endorsed for transfer or accompanied by a duly executed stock transfer power, and shall be accompanied by necessary stock transfer stamps, if any, or equivalent funds.

Upon such surrender of such certificate or certificates, the Corporation shall issue and deliver or cause to be issued and delivered to the person entitled thereto a certificate or certificates for the number of full shares of the Common Stock issuable upon such conversion.

Such conversion shall be deemed to have been effected on the date of the surrender of such certificate or certificates for shares of the Series A Preferred Stock, and the person in whose name the certificate or certificates for the shares of the Common Stock issuable upon such conversion are to be issued shall be deemed to be the holder of record of such shares as of such date.

(5) No fraction of a share of Common Stock shall be issued upon any conversion. In lieu of the fraction of a share to which the holder of shares of Series A Preferred Stock surrendered for conversion would otherwise be entitled, such holder shall receive, as soon as practicable after the date of conversion, an amount in cash equal to the same fraction of the market value of a full share of Common Stock. For the purposes of this paragraph, the market value of a share of Common Stock shall be the arithmetic average of the mean between the published closing bid and asked prices on the over-the-counter market in Chicago, Illinois, for the last three business days immediately preceding the date upon which such shares of Series A Preferred Stock are surrendered for conversion; provided, however, that if as of such date such shares are listed for trading on a recognized Stock Exchange in either the City of New York or the City of Chicago, then such market value shall be the last recorded sale price of such shares on said Exchange on the business day immediately preceding such date of surrender, or if there be no such recorded sale price on such day, the mean between the published last quoted bid and asked prices per share of common stock on such Exchange at the close of business on such preceding business day.

(6) Whenever the Corporation shall call for redemption of any shares of the Series A Preferred Stock, the conversion rights of the holders thereof shall terminate at the close of business on the third business day prior to the redemption date (except that if the funds necessary for such redemption shall not be paid or deposited on or before the redemption date, as provided by subdivision (c) of these provisions, such conversion rights shall be reinstated on the redemption date).

(7) In case the Corporation shall propose to dissolve, liquidate or wind up, whether voluntarily or involuntarily, then, in each such case, the Corporation shall file with each transfer agent for the shares of the Series A Preferred Stock and shall mail to the holders of record of such shares at their respective addresses then appearing on the records of the Corporation a statement, signed by an officer of the Corporation, with respect to the proposed action, such statement to be so filed and mailed at least forty days prior to the date of the taking of such action or the record date for holders of the Common Stock for the purposes thereof, whichever is earlier. The statement shall set forth such facts with respect thereto as shall reasonably be necessary to inform each transfer agent for the shares of the Series A Preferred Stock and the holders of such shares as to the effect of such action upon the conversion rights of such holders. The conversion rights shall terminate on a date as shall be fixed by the board of directors, but not earlier than the close of business on the thirtieth day following the mailing by the Corporation to the holders of record of the shares of the Series A Preferred Stock of the statement required by this paragraph (7) to be mailed.

(8) The Corporation shall at all times have authorized but unissued, or in its treasury, a number of shares of Common Stock sufficient for the conversion of all shares of the Series A Preferred Stock from time to time outstanding.

(g) Any shares of Series A Preferred Stock redeemed, purchased, or otherwise reacquired, or surrendered to the Corporation on conversion, shall resume the status of authorized and unissued shares of Series Preferred Stock without series designation. Such shares may be reissued as part of the initial series established in this resolution or as part of any other series of Series Preferred Stock established in accordance with the resolution or resolutions of the board of directors provided for in Part II of Article Fourth of the Certificate of Incorporation as amended.

(h) Nothing in these provisions shall limit or restrict the right of the Corporation either to incur any indebtedness or to secure the payment of any such indebtedness by encumbering

all or any part of the Corporation's assets. Any and all such indebtedness may have prior priority for payment of principal and interest over the Series A Preferred Stock and all dividends thereon.

FIFTH. (a) Except as set forth in paragraph (d) of this Article FIFTH, the affirmative vote or consent of the holders of 80% of the voting power of all of the stock of this corporation entitled to vote in elections of directors shall be required:

(i) for a merger or consolidation of this corporation or any subsidiary thereof with or into any other corporation, or

(ii) for any sale or lease of all or any substantial part of the assets of this corporation or any subsidiary thereof to any other corporation, person or other entity, or

(iii) any sale or lease to this corporation or any subsidiary thereof of any assets (except assets having an aggregate fair market value of less than \$2,000,000) in exchange for voting securities (or securities convertible into voting securities or options, warrants, or rights to purchase voting securities or securities convertible into voting securities) of this corporation or any subsidiary by any other corporation, person or other entity,

if as of the record date for the determination of stockholders entitled to notice thereof and to vote thereon or consent thereto such other corporation, person or other entity which is party to such a transaction is the beneficial owner, directly or indirectly, of 5% or more in number of shares of the outstanding shares of stock of this corporation entitled to vote in elections of directors.

(b) For purposes of this Article FIFTH any corporation, person or other entity shall be deemed to be the beneficial owner of any shares of this corporation,

(i) which it owns directly, whether or not of record, or

(ii) which it has the right to acquire pursuant to any agreement or understanding or upon exercise of conversion rights, warrants or options or otherwise, whether or not presently exercisable, or

(iii) which are beneficially owned, directly or indirectly (including shares deemed to be owned through application of clause (ii) above), by an "affiliate" or "associate" as those terms are defined in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934 as in effect on February 22, 1977, or

(iv) which are beneficially owned, directly or indirectly, by any other corporation, person or entity (including any shares which such other corporation, person or entity has the right to acquire pursuant to any agreement or understanding or upon exercise of conversion rights, warrants or options or otherwise, whether or not presently exercisable) with which it or its "affiliate" or "associate" has any agreement or arrangement or understanding for the purpose of acquiring, holding, voting or disposing of stock of this corporation.

For the purposes of this Article FIFTH, the outstanding shares of stock of this corporation shall include shares deemed owned through the application of clauses (b)(ii), (iii) and (iv) above, but shall not include any other shares which may be issuable pursuant to any agreement or upon exercise of conversion rights, warrants, options or otherwise.

(c) The board of directors shall have the power and duty to determine for the purposes of this Article FIFTH on the basis of information known to the board of directors of this corporation, whether

(i) such other corporation, person or other entity beneficially owns more than 5% in number of shares of the outstanding shares of stock of this corporation entitled to vote in elections of directors,

(ii) a corporation, person or other entity is an "affiliate" or "associate", and

(iii) the assets being acquired by this corporation, or any subsidiary thereof, have an aggregate fair market value of less than \$2,000,000.

Any such determination shall be conclusive and binding for for all purposes of this Article FIFTH.

(d) The foregoing provisions of this Article FIFTH shall not apply to any merger or other transaction referred to in this Article FIFTH with any corporation, person or other entity if (1) the board of directors of this corporation has approved a memorandum of understanding with such other corporation, person or other entity with respect to such transaction prior to the time that such other corporation, person or other entity shall have become a beneficial owner of more than 5% in number of shares of the outstanding shares of stock of this corporation entitled to vote in elections of directors, or (2) if such transaction is otherwise approved by the board of directors of this corporation, provided that a majority of the members of the board of directors voting for the approval of such transaction were duly elected and acting members of the board of directors prior to the time that such other corporation, person or other entity shall have become a beneficial owner of more than 5% in number of shares of the outstanding shares of stock of this corporation entitled to vote in elections of directors. In addition, the provisions of this Article FIFTH shall not apply to any merger or other transaction referred to in this Article FIFTH with a subsidiary (which term shall mean a corporation of which a majority of the outstanding shares of stock entitled to vote in elections of directors is owned by this corporation directly, and/or indirectly through one or more other subsidiaries).

SIXTH. The names and places of residence of the incorporators are as follows:

Names	Residences
Charles M. Price	Winnetka, Illinois
Clifford C. Pratt	Hinsdale, Illinois
Robert C. Keck	Wilmette, Illinois

SEVENTH. At the first election of directors following the effectiveness of the amendment to the Restated Certificate of Incorporation adopting this provision, the directors to be elected shall be divided into three classes, as nearly equal in number as may be, the term of office of those of the first class to expire at the first annual meeting of stockholders after their election, the term of office

of those of the second class to expire at the second annual meeting of stockholders after their election, and the term of office of those of the third class to expire at the third annual meeting of stockholders after their election. At each annual election held after such initial classification and election, directors elected to succeed those whose terms expire shall be elected for a term of office to expire at the third annual meeting of stockholders after their election.

Newly created directorships resulting from any increase in the authorized number of directors and vacancies in the board of directors from death, resignation, retirement, disqualification, removal from office or other cause, shall be filled by a majority vote of the directors then in office, and directors so chosen shall hold office for a term expiring at the annual meeting at which the term of the class to which they shall have been elected expires. No decrease in the number of directors constituting the board of directors shall shorten the term of any incumbent director. The affirmative vote of the holders of two-thirds (2/3) of the voting power of all of the stock of the corporation entitled to vote in the election of directors shall be required to remove a director from office. The stockholders of the corporation are expressly prohibited from cumulating their votes in any election of directors of the corporation.

EIGHTH. By-laws of the corporation may be adopted, amended or repealed by the affirmative vote of 75% of the total number of directors (fixed by, or in the manner provided in, such by-laws as in effect immediately prior to such vote) or by the affirmative vote of the holders of 80% of the voting power of the corporation's stock outstanding and entitled to vote thereon. Such by-laws may contain any provision for the regulation and management of the affairs of the corporation and the rights or powers of its stockholders, directors, officers or employees not inconsistent with statute or this Restated Certificate of Incorporation.

NINTH. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.

By resolution passed by a majority of the whole board, to designate one or more committees, each committee to consist of two or more of the directors of the corporation, which, to the extent provided in the resolution or in the by-laws of the corporation, shall have and may exercise the powers of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be stated in the by-laws of the corporation or as may be determined from time to time by resolution adopted by the board of directors.

TENTH. Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this corporation under the provisions of section 291 of Title 8 of the Delaware Code, or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

ELEVENTH. Meetings of stockholders may be held outside the State of Delaware, if the by-laws so provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation. Elections of directors need not be by ballot unless the by-laws of the corporation shall so provide.



TWELFTH. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation. Notwithstanding any other provisions of this Restated Certificate of Incorporation or the by-laws of this corporation (and in addition to any other vote that may be required by law), the affirmative vote of the holders of 80% of the voting power of all of the stock of this corporation entitled to vote in elections of directors shall be required to amend, alter, change or repeal Article FIFTH, SEVENTH, EIGHTH or TWELFTH of this Restated Certificate of Incorporation.

THIRTEENTH. No stockholder of the corporation shall, because of ownership of stock, have a preemptive or other right to purchase, subscribe for or take any part of any stock of the corporation, whether now or hereafter authorized, or any part of any notes, debentures, bonds or other securities convertible into or carrying options or warrants to purchase stock of the corporation. Any part of the capital stock and any part of notes, debentures, bonds or other securities convertible into or carrying options or warrants to purchase stock of the corporation, may at any time be issued, optioned, sold or disposed of by the corporation, pursuant to resolution of its board of directors, to such persons, firms or corporations and upon such terms as the board of directors may decide from time to time without first offering such stock or securities or any part thereof to existing stockholders.

**CLOW CORPORATION**

**BY-LAWS**

Effective April 28, 1977

(Revised April 27, 1983)

**BY-LAWS OF  
CLOW CORPORATION**

**ARTICLE I**

**OFFICES**

**Section 1.** The registered office shall be in the City of Wilmington, County of New Castle, State of Delaware, and the name of the resident in charge thereof is The Corporation Trust Company.

**Section 2.** The corporation may also have offices at such other places, both within and without the State of Delaware, as the board of directors may from time to time determine or the business of the corporation may require.

**ARTICLE II**

**MEETINGS OF STOCKHOLDERS**

**Section 1.** All meetings of the stockholders shall be held at such time and place, within or without the State of Delaware, as may be fixed from time to time by the board of directors and stated in the notice of the meeting.

**Section 2.** An annual meeting of stockholders shall be held on the fourth Wednesday of April in each year if not a legal holiday, and if a legal holiday, then on the next secular day following, at 10:00 a.m., or at such other date and time as shall be designated from time to time by the board of directors and stated in the notice of the meeting, at which they shall elect by a plurality vote, by written ballot, a board of directors and transact such other business as may properly be brought before the meeting.

**Section 3.** Written notice of the annual meeting stating the place, date, and hour of the meeting shall be given to each stockholder entitled to vote thereat not less than 10 nor more than 60 days before the date of the meeting.

**Section 4.** The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to examination by any stockholder,

for any purpose germane to the meeting, during ordinary business hours for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

**Section 5.** Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the chairman of the board of directors, or, in the absence of a chairman or in the case of his inability to act, by the president, and shall be called by the chairman of the board of directors, the president or the secretary at the request in writing of the majority of the board of directors, or at the request in writing of stockholders owning a majority of the amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

**Section 6.** Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not less than 10 nor more than 60 days before the date of the meeting, to each stockholder entitled to vote at such meeting.

**Section 7.** Business transacted at any special meeting shall be confined to the purposes stated in the notice.

**Section 8.** The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

**Section 9.** When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the certificate of incorporation a different vote is required in which case such express provision shall govern and control the decision of such question.

**Section 10.** At any meeting of the stockholders, every stockholder having the right to vote shall be entitled to vote in person or by proxy appointed by an instrument in writing subscribed by such stockholder and bearing a date not more than three years prior to said meeting, unless said instrument provides for a longer period. Each stockholder shall have one vote for each share of stock having voting power registered in his name on the books of the corporation.

### **ARTICLE III**

#### **DIRECTORS**

**Section 1.** The number of directors which shall constitute the whole board shall not be less than seven (7) nor more than ten (10). Within the limits above specified, the number of the directors shall be determined from time to time by resolution of the board of directors. The number of directors shall be divided into three classes, as nearly equal in number as may be. At each annual meeting after the initial classification and election of directors, directors shall be elected to succeed those whose terms expire at such annual meeting and each director so elected shall hold office for a term expiring at the third annual meeting of stockholders after his election and until his successor shall be duly elected and qualified. Directors need not be stockholders.

**Section 2.** Newly created directorships resulting from any increase in the authorized number of directors and vacancies in the board of directors from death, resignation, retirement, disqualification, removal from office or other cause, shall be filled by a majority vote of the directors then in office, and each director so chosen shall hold office for a term expiring at the annual meeting of stockholders at which the term of the class to which he shall have been elected expires, and until his successor shall be duly elected and qualified.

**Section 3.** The property and business of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these by-laws directed or required to be exercised or done by the stockholders.

**Section 4.** The corporation shall indemnify every person who is or was a director or officer of the corporation or is or was serving at the corporation's request as a director or officer of another corporation, partnership, joint venture, trust or other enterprise; and shall, if the board of directors so directs, indemnify any person who is or was an employee or agent of the corporation or is or was serving at the corporation's request as an employee or agent of another corporation, partnership, joint venture, trust or

other enterprise to the extent, in the manner, and subject to compliance with the applicable standards of conduct provided by Section 145 of the General Corporation Law of the State of Delaware as the same (or any substitute provision therefor) may be in effect from time to time. Such indemnification (i) shall not be deemed exclusive of any other rights to which any person seeking indemnification under or apart from this section may be entitled under any by-law, agreement, vote of stockholders or disinterested director or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and (ii) shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executor and administrators of such a person.

## **MEETINGS OF THE BOARD**

**Section 5.** The directors of the corporation may hold their meetings, both regular and special, either within or without the State of Delaware.

**Section 6.** Regular meetings of the board of directors shall be held on the day of the annual meeting of stockholders in each year, and on the fourth Wednesday of July and October and the third Wednesday of February in each year, if not a legal holiday, and if a legal holiday, then on the next secular day following, provided, however, the board of directors may fix another date which shall be within ten (10) days before or after the date provided above. Notice of regular meetings shall be given to each director, either personally or by mail or telegram, not less than five (5) days in advance to the meeting date, provided, however, that no notice to newly elected directors shall be necessary with respect to regular meetings to be held immediately after the annual meeting of stockholders.

**Section 7.** All meetings of the board of directors, whether regular or special, shall be held at the office of the corporation in Oak Brook, Illinois, provided, however, that any meeting, whether regular or special, may be held at such other place as the board of directors may from time to time determine by resolution or as may be fixed in the notice of the meeting, or as may be fixed in any waiver of notice signed by all of the directors.

**Section 8.** Special meetings of the board may be called by the chairman of the board of directors or president on five (5) days notice to each director, either personally or by mail or by telegram. Special meetings shall be called by the chairman of the board of directors, president, or secretary in like manner and on like notice on the written request of two directors. Special meetings of the board shall be held at such time and place as shall be specified in the notice of the meeting.

**Section 9.** At all meetings of the board, the presence of a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation. If a quorum shall not be present at any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

**Section 10.** Any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the board or committee.

**Section 11.** Members of the board of directors, or any committee designated by the board of directors, may participate in a meeting of the board of directors, or any committee, by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

#### **COMMITTEES OF DIRECTORS**

**Section 12.** The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees, each committee to consist of two or more of the directors of the corporation, which to the extent provided in said resolution, shall have and may exercise the powers of the board of directors in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors.

**Section 13.** The committees shall keep regular minutes of their proceedings and report the same to the board when required.

#### **COMPENSATION OF DIRECTORS**

**Section 14.** Directors, as such, shall not receive any stated salary for their services, but they may be allowed such compensation and reimbursement for expenses as shall be determined by resolution of the board, provided that nothing herein contained shall be construed to preclude any director from

serving the corporation in any other capacity and receiving compensation therefor. The board of directors may also authorize the payment of compensation and expenses to members of special or standing committees for attending committee meetings.

## **ARTICLE IV**

### **NOTICES**

**Section 1.** Whenever, under the provisions of the statutes or of the certificate of incorporation or of these by-laws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder at such address as appears on the books of the corporation, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Notice to directors may also be given by telegram and shall be deemed to be given when delivered to any telegraph company with charges prepaid and addressed as above provided.

**Section 2.** Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation, or of these by-laws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

## **ARTICLE V**

### **OFFICERS**

**Section 1.** The officers of the corporation shall be chosen by the board of directors and shall be a chairman of the board of directors, a president, one or more vice presidents, a secretary and a treasurer, provided, that the board, in its discretion, may elect not to fill the office of chairman. The board of directors may also choose one or more assistant vice presidents, assistant secretaries and assistant treasurers.

**Section 2.** The officers of the corporation shall be elected annually by the board of directors at the first meeting of the board of directors held the day of the annual meeting of stockholders. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. The chairman of the board of directors and the president shall be chosen from the members of the board of directors.



**Section 3.** The board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

**Section 4.** The salaries of the chairman of the board of directors, the president, the vice presidents who report directly to the chairman or to the president of the corporation, the secretary and the treasurer shall be fixed by the board of directors.

**Section 5.** The officers of the corporation shall hold office until their successors are chosen and qualified in their stead. Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the whole board of directors. Vacancies may be filled, or new offices created and filled, at any meeting of the board of directors.

#### **THE CHAIRMAN OF THE BOARD**

**Section 6.** The chairman of the board of directors shall preside at all meetings of the stockholders and of the board of directors and shall be an ex officio member of all standing committees. He may sign and execute in the name of the corporation all authorized bonds, mortgages, contracts and other instruments requiring a seal under the seal of the corporation. He shall perform such other duties as may be prescribed to him by the board of directors from time to time.

#### **THE PRESIDENT**

**Section 7.** The president shall be the chief executive officer of the corporation and shall have general charge of the business and affairs of the corporation subject to the control of the board of directors of the corporation. He shall in general perform all duties incident to the office of president and such other duties as may be prescribed from time to time by the board of directors. In the event that the office of chairman of the board of directors shall be left unfilled at any time by the board of directors, or in case of his inability or failure to act, the president shall perform the duties and shall have and exercise all the powers of the chairman of the board of directors.

**Section 8.** The president may sign and execute in the name of the corporation all authorized bonds, mortgages, contracts and other instruments, and with the secretary or an assistant secretary, shall sign all certificates of capital stock of the corporation.

## **VICE PRESIDENTS**

**Section 9.** The vice presidents shall perform such duties as the board of directors shall prescribe. The president may designate any vice president to perform the duties and exercise the powers of the president in the president's absence unless or until the board of directors designates a vice president for this purpose.

## **ASSISTANT VICE PRESIDENTS**

**Section 10.** The assistant vice presidents shall perform duties as prescribed by the president, any vice president or board of directors.

## **THE SECRETARY AND ASSISTANT SECRETARIES**

**Section 11.** The secretary shall attend all sessions of the board and all meetings of the stockholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders, and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation, and shall have authority to affix the same to any instrument requiring it, and when so affixed, it shall be attested by his signature or by the signature of the treasurer or assistant secretary.

**Section 12.** The assistant secretaries in order of their election, shall in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties as the board of directors shall prescribe.

## **THE TREASURER AND ASSISTANT TREASURERS**

**Section 13.** The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

**Section 14.** The treasurer shall disburse the funds of the corporation as may be ordered by the board, taking proper vouchers for such disbursements,

and shall render to the president and directors, at the regular meetings of the board, or whenever they may require it, an account of all transactions as treasurer and of the financial condition of the corporation.

**Section 15.** If required by the board of directors, the treasurer shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board for the faithful performance of the duties of the office and for the restoration to the corporation, in case of death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the treasurer's possession or control belonging to the corporation.

**Section 16.** The assistant treasurers in the order of their election shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer, and shall perform such other duties as the board of directors shall prescribe.

## **ARTICLE VI**

### **CERTIFICATES OF STOCK**

**Section 1.** The certificates of stock of the corporation shall be numbered and shall be entered in the books of the corporation as they are issued. They shall exhibit the holder's name and number of shares and shall be signed by the president or a vice president, and the treasurer or an assistant treasurer or the secretary or an assistant secretary. Any of or all the signatures on the certificate may be facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if they were such officer, transfer agent, or registrar at the date of issue. The designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, provided that except as otherwise required by the laws of the State of Delaware, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish without charge to each stockholder who so requests the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations, or restrictions of such preference and/or rights.

## **LOST CERTIFICATES**

**Section 2.** The board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen, or destroyed.

## **TRANSFER OF STOCK**

**Section 3.** Subject to the provisions of the certificate of incorporation, upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue a new certificate and record the transaction upon its books.

## **FIXING RECORD DATE**

**Section 4.** In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

## **REGISTERED STOCKHOLDERS**

**Section 5.** The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not

it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

## **ARTICLE VII**

### **GENERAL PROVISIONS**

#### **DIVIDENDS**

**Section 1.** Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

**Section 2.** Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

#### **CHECKS**

**Section 3.** All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

#### **FISCAL YEAR**

**Section 4.** The fiscal year of the corporation shall begin on the first (1st) day of January of each year.

#### **SEAL**

**Section 5.** The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words, "Corporate Seal, Delaware." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

**ARTICLE VIII**  
**AMENDMENTS**

These by-laws may be amended or repealed by the affirmative vote of 75% of the total number of directors or by the affirmative vote of the holders of 80% of the voting power of the corporation's stock outstanding and entitled to vote thereon.

## CERTIFICATE

I, Donald E. Engel, do hereby certify that I am duly elected and qualified Assistant Secretary and keeper of the records and corporate seal of Clow Corporation, a Delaware corporation, and that the following resolution was adopted by the board of directors of said corporation at its meeting held at Oak Brook, Illinois on July 27, 1983.

WHEREAS, the management of the Company has been negotiating the purchase of the assets of the Water Services Division of UOP Inc. located in Burbank, California (the "Division"); and

WHEREAS, the board of directors have been presented with a proposal to purchase the operating business, land, buildings and equipment of the Division for \$1,500,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the proper officers of the Company be, and they hereby are, authorized to execute and deliver on behalf of the Company a certain asset purchase agreement by and between the Company and UOP Inc., under the terms and conditions essentially as presented to the board of directors for the purchase of certain assets of the Division for \$1,500,000.00 plus the inventory at the lower of cost or market, and said officers are authorized to make and agree to such changes in the terms and conditions as they deem in the best interests of the Company, and the acts of said officers are hereby approved, confirmed and ratified.

FURTHER, RESOLVED, that the proper officers be, and they hereby are, authorized to perform such acts as may be necessary and to execute and deliver such other documents and certificates as may be necessary and appropriate to carry out the intends and purposes of the foregoing resolution.

IN WITNESS WHEREOF, I have subscribed my name as Assistant Secretary and have caused the corporate seal of said corporation to be affixed hereto this 26th day of August, 1983.

  
Assistant Secretary



World Headquarters  
Ten UOP Plaza — Algonquin & Mt. Prospect Roads  
Des Plaines, Illinois 60016 • Telephone 312-391-2000  
Telex 253-285/253-174 • TWX 910-233-3501

September 30, 1983

U. S. Department of Agriculture  
Food Safety & Quality Service  
Science  
Building 306, Room 300, BARC-East  
Beltsville, MD 20705

Attention: Ms. Barbra McCashin

Gentlemen:

The ownership of the assets of the Water Services Division of UOP Inc., 700 South Flower Street, Burbank, CA 91502, have been transferred to Clow Corporation effective September 30, 1983, under the terms of a certain Asset Purchase Agreement.

Accordingly, the ownership of all product registrations and trademarks are transferred to Clow Corporation and include all U. S. Department of Agriculture registrations.

Please note this change of ownership on your records.

Very truly yours,

UOP Inc.

  
Patrick J. Link, Secretary

County of Cook     )  
                              ) ss.  
State of Illinois    )

BEFORE ME, this 30th day of September, 1983, personally appeared Patrick J. Link, known to me to be the person who executed the foregoing and declared himself to be Secretary of UOP Inc. and duly authorized to execute same.

  
Notary Public





World Headquarters  
Ten UOP Plaza—Algonquin & Mt. Prospect Roads  
Des Plaines, Illinois 60016 • Telephone 312-391-2000  
Telex 253-285/253-174 • TWX 910-233-3501

September 30, 1983

United States Environmental Protection Agency  
Registration Division (Mail Stop TS767)  
401 M Street, S.W.  
Washington, D.C. 20460

Attention: Ms. Lela Sykes

Re: UOP Inc.  
EPA EST. No. 5135-CA-1

Dear Ms. Sykes:

The ownership of the assets of the Water Services Division of UOP Inc., located at 700 South Flower Street, Burbank, CA 91502, have been transferred to Clow Corporation effective September 30, 1983.

The ownership of all pesticide registrations and trademarks have been transferred to Clow Corporation and include the following products which Clow Corporation will continue the existing registration and the sale of the products through a subsidiary location.

<u>Product Name</u>	<u>Registration No.</u>
M-40 ALGAECIDE	5135-16
M-80T	5135-14
M-80 ALGAECIDE	5135-19
DEEP PURPLE	5135-9
2-CH ALGAECIDE	5135-21
IPL-400	5135-24

UOP Inc. hereby agrees and consents to Clow Corporation's continued use of the existing registered biocide labels for a reasonable period of time not to exceed one (1) year from the date hereof.

Please note the change in ownership on your records and advise the undersigned if any additional data is required to support this transfer of ownership.

Very truly yours,

UOP Inc.

  
Patrick J. Link, Secretary

County of Cook     )  
                          ) ss.  
State of Illinois    )

BEFORE ME, this 30th day of September, 1983, personally appeared Patrick J. Link, known to me to be the person who executed the foregoing and declared himself to be Secretary of UOP Inc. and duly authorized to execute same.

  
\_\_\_\_\_  
Notary Public



World Headquarters  
Ten UOP Plaza - Algonquin & Mt Prospect Roads  
Des Plaines, Illinois 60016 • Telephone 312-391-2000  
Telex 253-285/253-174 • TWX 910-233-3501

September 30, 1983

Clow Corporation  
Executive Plaza East  
1211 West 22nd Street  
Oak Brook, IL 60521

Attention: Mr. Richard W. Smith  
Vice President

Gentlemen:

UOP Inc. ("UOP") agrees that after September 30, 1983, Clow Corporation ("Clow") may use UOP's labels for Water Services Division pesticide products (Exhibit 1, Part G of the Asset Purchase Agreement, dated August 26, 1983, between UOP and Clow) until the registrations of these products are transferred to Clow, and Clow shall make a diligent effort to transfer these registrations as expeditiously as possible.

In consideration of UOP allowing Clow to use UOP's labels for Water Services Division pesticide products registered with Federal or State agencies until the registration of these products can be transferred to Clow, Clow shall indemnify, defend, and save UOP, its officers, directors, employees and agents harmless from any and all claims, demands, fines, charges, costs or causes of action regarding the transportation, the sale, or the use of any such products, which Clow transports or sells after September 30, 1983, using UOP's labels or registrations.

Please indicate your agreement to this by signing duplicate copies of this letter and returning one copy to us.

Very truly yours,

UOP Inc.

A handwritten signature in dark ink, appearing to read "Patrick J. Link".

Patrick J. Link  
Secretary

AGREED:

CLOW CORPORATION

By A handwritten signature in dark ink, appearing to read "Richard W. Smith".

Title: Vice Pres.

Date: September 30, 1983

2166-06143

## APPENDIX 1

SALE OF WATER SERVICES DIVISION

September 30, 1983

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**CLOSING MEMORANDUM**  
**PURCHASE OF ASSETS**  
**of WATER SYSTEMS DIVISION of UOP INC.**  
**By CLOW CORPORATION**  
**SEPTEMBER 30, 1983**

Pursuant to the Asset Purchase Agreement dated August 26, 1983 (the "Agreement") between UOP Inc., a Delaware corporation ("Seller") and Clow Corporation, a Delaware corporation ("Purchaser"), the closing for the above-referenced transaction is scheduled to be held on September 30, 1983, at the offices of UOP, Inc., Des Plaines, Illinois. Except as otherwise provided herein, all capitalized terms used in this Memorandum have the same meaning as in the Agreement.

**MATTERS COMPLETED PRIOR TO CLOSING .**

**1. Corporate Proceedings.**

(a) Purchaser's and Seller's boards of directors or executive committee, as the case may be, duly approved the terms of the Agreement, and ratified the execution and delivery thereof by their officers and authorized such officers to execute and deliver all documents and take all other actions necessary or appropriate to perform said Agreement and consummate the transactions contemplated thereby.

(b) Seller and Purchaser have obtained certificates of good standing from the States of Delaware and California issued within 30 days of the Closing Date.

**2. Third Party Approvals.**

(a) The Authorities described in Exhibit 3.8 to the Agreement and the Industry Approvals described by Exhibit 3.15 were issued or transferred to Purchaser or confirmed for Purchaser's proposed ownership and operation of the Assets, to Purchaser's satisfaction.

(b) The procedures necessary for assignment or sublease to Purchaser of the Contracts described in Exhibit 3.12 were commenced.

**3. Inspection and Inventory.**

- (a) Purchaser's representatives have inspected the Assets.
- (b) Representatives of Seller and Purchaser performed an inventory as required by paragraph 1.3.1.1 to the Agreement and determined the amount of the adjustment to the Purchase Price therefore.

**4. Adjustments.**

Purchaser and Seller determined the amount of any adjustments to the Purchase Price pursuant to paragraph 1.3 of the Agreement.

**MATTERS COMPLETED AT CLOSING**

All transactions at the Closing will be deemed to have taken place simultaneously and no transaction will be deemed to have been completed, and no documents deemed to have been delivered, unless and until all transactions are complete and all documents delivered. Except as otherwise indicated, all documents listed below are to be originally executed and dated as of the Closing Date.

**1. Documents Delivered to Purchaser by Seller.**

- (a) Certified copies of the certificate of incorporation and bylaws of Seller.
- (b) Certified copy of resolutions of Seller's board of directors or executive committee approving the Agreement and the transactions contemplated thereby.
- (c) Incumbency certificate with respect to officers executing closing documents on behalf of Seller.
- (d) Certificate of Seller's authorized officer called for by paragraph 6.6 of the Agreement.
- (e) Deeds, bills of sale, assignments or other instruments of transfer with respect to the Assets.
- (f) Opinion of Seller's counsel, in substantially the form of Exhibit 6.6 to the Agreement, with certificates relied upon attached.
- (g) Letter agreements concerning matters to be completed after Closing, waivers, etc



2. Documents Delivered to Seller by Purchaser.

(a) Certified copies of Purchaser's certificate of incorporation and bylaws.

(b) Certified copy of resolutions of Purchaser's board of directors approving the Agreement and the transactions contemplated thereby.

(c) Incumbency certificate with respect to officers executing closing documents on behalf of Purchaser.

(d) Certificate of Purchaser's authorized officer called for by paragraph 7.2 of the Agreement.

(e) Certified or cashier's check in the amount of the Purchase Price.

(f) Opinion of Purchaser's counsel in substantially the form of Exhibit 7.3 to the Agreement, with certificates relied upon attached.

(g) Letter agreement concerning matters to be completed after Closing, waivers, etc.

**POST-CLOSING MATTER**

1. Purchaser will take possession of all Assets.

2. Seller and Purchaser will pay any sales or use taxes which may be assessed against them as a result of the transactions consummated at the Closing; and make and file any returns or reports with respect thereto.

3. Post-Closing adjustments to Purchase Price, if any.

4. Cooperation per Paragraph 5.3

5. Completion of transfer or sublease of Exhibit 3.12 Leases.

6. Purchaser will record the deeds and such other documents as may be necessary.

7. Any matters provided for by letter agreement/waiver delivered at Closing will be completed.

**ASSET PURCHASE AGREEMENT**

between

**UOP INC.,**

**SELLER,**

and

**CLOW CORPORATION,**

**PURCHASER**

Dated: August 30 1983

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\* These summary descriptions of the contents of the Exhibits are for convenience and reference only and should not be relied upon as fully descriptive of the information contained therein.

## **ASSET PURCHASE AGREEMENT**

This AGREEMENT, made and entered this 24 day of August, 1983, by and between UOP, Inc., a Delaware corporation, with its principal office at Ten UOP Plaza, Algonquin & Mt. Prospect Roads, Des Plaines, Illinois 60016 ("Seller"), and CLOW CORPORATION, a Delaware corporation, with its principal office at 1211 West 22nd Street, Oak Brook, Illinois 60521 ("Purchaser").

### **WITNESSETH:**

WHEREAS, Seller is the owner and operator of a facility in Burbank, California, known as the Water Services Division (the "Division"); and

WHEREAS, Seller desires to sell, convey and transfer and Purchaser desires to buy and accept delivery of certain assets of the Division.

NOW, THEREFORE, in consideration of their mutual agreements contained, the parties represent, warrant and agree, upon the conditions herein contained, as follows:

#### **1. Purchase and Sale of Assets.**

1.1 **The Assets.** The assets to be sold by Seller under this Agreement shall include all of Seller's interest, by way of ownership, leasehold interest, license or otherwise, in the Division facility, in addition to and not by way of limitation, all of the following except as the same may be expressly excluded in Exhibit 1, Part H (collectively the "Assets"):

1.1.1 The land and buildings located in the City of Burbank, County of Los Angeles, State of California, and as more particularly described in Exhibit 1, Part A (the "Premises").

1.1.2 The machinery and equipment, furniture and office equipment, test equipment, automobiles, trucks and other

mobile equipment and jigs, dies and patterns, and as more particularly described in Exhibit 1, Part B (the "Equipment").

1.1.3           The patents and trademarks (U.S. and worldwide), process sheets, specifications and engineering drawings, formulae, trade secrets, know how, inventions and discoveries, and any other intangibles that may be or were required to operate the Division facility or manufacture the products of the Division, and as specifically described in Exhibit 1, Part C (the "Intangibles").

1.1.4           The equipment on loan to customers of Seller's Division as of the Closing Date, and as specifically described in Exhibit 1, Part D (the "Loan Equipment").

1.1.5           Those leases, customers contracts and other contract rights of Seller, to the extent they pertain to operation of the Division facility (the "Contracts") and as described in Exhibit 1, Part E, and which Purchaser, in its sole discretion, elects to assume the obligation of Seller thereunder. Seller shall provide Purchaser with copies of all the Contracts for review no less than thirty (30) days prior to the Closing.

1.1.6           The factory, manufacturing and office supplies on hand as of the Closing Date (the "Supplies").

1.1.7           The raw material, work in process and finished goods inventory as the same shall exist on the Closing Date and as described in Exhibit 1, Part F (the "Inventory").

1.1.8           Such other miscellaneous equipment tangible or intangible assets used by Seller in the operation of the Division facility not described above and as described in Exhibit 1, Part G (the "Miscellaneous Assets").

1.1.9           The Assets shall specifically exclude the accounts receivable of Seller's Division.



1.2 **Purchase Price.** The consideration for the Assets to be sold hereunder shall be One Million, Five Hundred Thousand and No One-Hundredths Dollars (\$1,500,000.00), plus or minus, as the case may be, the amount of any net adjustment as described in paragraph 1.3 (the "Purchase Price"), and Purchaser shall assume the obligations of Seller under the Contracts as set forth in paragraph 1.1.5. Purchaser shall pay the Purchase Price to Seller on the Closing Date, by certified or cashier's check or by wire transfer to an account specified by Seller

1.3. **Adjustment to Purchase Price.** The Purchase Price shall be adjusted at the Closing as follows:

1.3.1 The Purchase Price shall be increased by, and Seller shall receive credit for:

1.3.1.1 the amount of the Inventory on hand on the Closing Date valued at the lower of cost or market, determined by taking an inventory within thirty (30) days prior to Closing and adjusted to Closing for increases and decreases.

1.3.1.2 the amount, if any, of all property taxes and other ad valorem charges imposed upon the use or ownership of the Premises, or any part thereof, for periods after the Closing Date which, on the Closing Date, have been paid by Seller;

1.3.1.3 the amount, if any, of any rental or other payments under any lease or other contracts described in paragraph 1.1.5, with respect to periods after the Closing Date which, on the Closing Date, have been paid by Seller.

1.3.2 The Purchase Price shall be decreased by, and Purchaser shall receive credit for:

1.3.2.1 the amount, if any, of all property taxes and other ad valorem charges imposed upon the use or ownership of the Premises, or any part thereof, for periods through the Closing Date which, on the Closing Date, have not been paid by Seller; and

1.3.2.2 the amount, if any, of any rental or other payments under any lease or other contract described in paragraph 1.1.5, with respect to periods through the Closing Date which, on the Closing Date, have not been paid by Seller.

1.3.2.3 the amount reserved, to be reserved or held back by Seller for bonuses earned and to be paid to salesman of Seller under a certain salesmen incentive bonus plan of Seller's Division, through the Closing Date.

1.4 Allocation of Purchase Price. The Purchase Price paid by Purchaser to Seller hereunder shall be allocated as follows:

1.4.1 For the Assets excluding Inventory, the sum of One Million Three Hundred Thousand and No One-Hundredths Dollars (\$1,300,000.00);

1.4.2 For the Covenant Not To Compete (as defined in paragraph 5.9), the sum of Two Hundred Thousand and No One-Hundredths Dollars (\$200,000.00); and

1.4.3 For the Inventory, the amount computed in accordance with paragraph 1.3.1.1.

2. Closing - Closing Date. The consummation of the transactions relating to the purchase and sale hereunder (the "Closing") shall occur, subject to the conditions contained in Section 6 and 7, on September 15, 1983, at 10:00 a.m., (the "Closing Date"), at the offices of UOP, Inc., Ten UOP Plaza,

Algonquin and Mt. Prospect Roads, Des Plaines, IL, or at such other date and time or place as the parties may agree upon in writing.

**3. Representations and Warranties of Seller.** Seller makes the following representations and warranties to Purchaser:

**3.1 Ownership of the Assets, Title and Authority to Sell, Assign and Transfer.** Seller holds marketable title to all of the Assets, except the leased assets, free and clear of all liens, encumbrances, security interests, mortgages, deeds or trust, pledges and rights in any party, except those described in Exhibit 3.1 (the "Permitted Liens"). All of the leases and contracts described in Part E of Exhibit 1 are in full force and effect, there have been no defaults asserted under any of those leases or contracts, and Seller is aware of no basis upon which a default might be asserted by any party to any such lease or contract. Copies of each of the leases and contracts described in Exhibit 1, Part E have been furnished by Seller to Purchaser.

Seller shall deliver or cause to be delivered, at its own expense, to Purchaser no less than twenty (20) days prior to the Closing Date, a title commitment for an owner's title insurance policy in the amount of \$950,000.00, showing title to the real estate in the Seller's name.

Delivery to Purchaser at the Closing of deeds, bills of sale, certificates of title or other documents of conveyance or assignment will vest in Purchaser merchantable title to all of the Assets, other than the leased assets, free and clear of any lien, encumbrance, security interest, mortgage, deed of trust, pledge or other right of any party, except for the Permitted Liens.

Execution and delivery to Purchaser by Seller at the Closing of written assignments of the leases of the leased assets shall transfer to Purchaser all of the rights of Seller under each of those leases, with each such lease and the assets leased thereunder being free and clear of any lien, encumbrance, security agreement, mortgage, deed of trust, pledge or other right of any party created by Seller, except the Permitted Liens.

**3.2 Organization.** Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Seller has the corporate power to own the Assets and carry on its business as now being conducted with respect to the Assets. Seller is duly qualified as a foreign corporation and is in good standing in the State of California.

**3.3 Seller's Authority - Due Authorization.** The execution and deliver of this Agreement do not, and the consummation of the transactions contemplated hereby will not, violate any provision of Seller's charter or bylaws, or violate or conflict with any terms of, or result in the acceleration of any obligation of Seller under, or result in a breach of, or constitute an unpermitted assignment or a default under, any mortgage, deed of trust, lien, lease, agreement or instrument to which Seller is a party or by which it or its assets are bound. Seller has the full legal right, power and authority to enter into this Agreement and perform or be subject to each of the agreements and obligations undertaken by it in or pursuant to this Agreement, or documents contemplated hereby, including the sale or assignment of the Assets as contemplated herein, and has obtained all consents, approvals, authorizations, licenses or orders of any court or governmental agency or body or trustee, co-trustee or beneficiary of any trusts or other person, all in the manner contemplated by this Agreement and documents contemplated hereby. Prior to the Closing Date, this Agreement, the performance by Seller of all of its obligations hereunder and the consummation of the transactions contemplated hereunder will have been approved by the board of directors or executive committee of Seller.

**3.4 Capacity to Act.** On the Closing Date, Seller shall not be subject to any order, judgment, decree or any charter or bylaw provision, nor is Seller a party to or bound by any mortgage, deed of trust, lease, agreement or other instrument, which would hinder or prevent the consummation of the transactions contemplated hereunder, and compliance by Seller with the terms, conditions and provisions hereof; and such consummation and compliance will not, and will not with the giving of notice

or passage of time, constitute grounds for a default, violation or termination of, or any other change to, any such order, judgment, decree, provision, mortgage, deed of trust, lease, agreement or other instrument.

**3.5 Accuracy of Deliveries.** All instruments, agreements, lists, schedules, summaries or other documents delivered by Seller to Purchaser on or after the date hereof in connection with the transactions contemplated by this Agreement, and all Exhibits hereto, are or will be, as the case may be, correct and complete in all material respects.

**3.6 Taxes.** Seller has filed all requisite federal, state, local and other governmental income, payroll, excise, sales, use, personal property, real estate and franchise or other tax reports or returns required to be filed and has paid all taxes, interest and penalties due in accordance with said returns. The representations and warranties of Seller contained in this paragraph 3.6 pertain solely to taxes which, if unpaid, could become a lien on the Assets or any portion thereof, or obligations with respect to taxes which, if not paid, returns, if not made, or reports, if not filed, could result in Purchaser, because of its purchase of the Assets, being subjected to liability.

**3.7 Plant and Condition - No Adverse Change.** The production and office facilities on the Premises on the Closing Date, each will be in good working order, and shall be capable of producing at the same capacity as said facility was able to attain immediately prior to the Closing Date. The buildings, fixtures, improvements, machinery and equipment located on the Premises shall be in as good condition, with no material adverse change, on the Closing Date as they were on August 3, 1983, normal wear and tear under the circumstances excepted.

**3.8 Licenses, Permits.** To the best knowledge of Seller, the licenses, permits and other governmental authorizations (including those pertaining to environmental quality or the discharge of substances into the environment) which were required by law or regulation for the productive operations and other activities conducted by Seller on the Premises were

those, and only those, listed on Exhibit 3.8 (the "Authorities"), all of which were issued and in effect and remain in full force and effect on the date hereof, except as otherwise noted in Exhibit 3.8. Copies of each of the Authorities have been furnished to Purchaser. Seller will use all reasonable efforts, in cooperation with Purchaser, to cause any of the Authorities which have terminated or which may be terminated as a result of the transactions hereunder to be issued to, or for the benefit of, Purchaser. Seller's efforts shall be at Seller's expense; provided, however, Purchaser shall pay all application fees, license fees and similar charges.

To the best of Seller's knowledge, the Authorities, as set forth in Exhibit 3.8, are all of the Authorities which Purchaser will need to operate the Premises on the Closing Date to produce the products of the Division.

**3.9 Compliance with Laws, Litigation.** To the best knowledge of Seller, the operation of the Division Premises is in compliance with all applicable laws, regulations, permits, licenses and ordinances (including, without limitation, those pertaining to environmental quality or the discharge of substances into the environment). Except as disclosed in Exhibit 3.9, there are no actions, suits, proceedings or investigations pending or, to the best knowledge of Seller, threatened against or directly affecting (including eminent domain takings) and which relate in any way to Seller's operation of, or right to operate, the Division Premises, its sale of products therefrom or its employment of personnel in connection therewith, nor (except as disclosed in Exhibit 3.9) have any such actions, suits, proceedings or investigations been pending or, to the best knowledge of Seller, been threatened in the 12-month period ending on the Closing Date. To the best of the knowledge of Seller, there is no basis for the commencement of any material action, suit, proceeding or investigation with respect to such matters. Seller is, in all material respects, in compliance with all orders, regulations and decrees of any court, tribunal or governmental entity insofar as they relate to the Division Premises.

**3.10 Employees and Agents.** Exhibit 3.10 describes any

and all oral or written employee collective bargaining agreements, employment agreements, or employees' retirement, profit sharing, stock option, bonus, incentive, stock purchase, life insurance, medical benefit plan or other employee benefit agreements or plans to which Seller is a party, which are in effect and which pertain in any way to the employees of Seller now employed or previously employed at the Division. Each of the said agreements and plans is in full force and effect, and no party thereto is in breach thereof in any material respect. Copies of a written version of each of the said oral agreements and of each of the said written agreements and plans have been furnished by Seller to Purchaser.

Exhibit 3.10 lists all of Seller's employee welfare benefit plans, deferred profit sharing plans, welfare plans, employee pension benefit plans and pension plans as defined by Title 1, Act Sect. 3 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), which are in effect and which pertain in any way to employees of Seller now employed or previously employed at the Division. Such plans have in all material respects, been maintained and administered in accordance with their respective terms and provisions and the requirements of applicable law including ERISA. None of such plans has been caused to engage in any "prohibited transaction" within the meaning of Sections 503 and 4975 of the Internal Revenue Code or Section 406 of ERISA, and proper and accurate federal and state returns and reports with respect to such plans have been filed for all years and periods (and portions thereof) for which any such returns or reports were required and due, and any amounts shown thereon to be due and payable have been paid in full.

Purchaser will not assume any of the obligations or liabilities of Seller in the employee benefit and welfare plans as set forth in Exhibit 3.10.

Purchaser will hire those employees of the Division which it, in its sole discretion, deems necessary and appropriate for the continuing operation of Seller at the Premises. Those employees of Seller selected by Purchaser to be hired will be hired the day following the Closing Date at a salary and with benefits consistent with the salaries and benefits of Purchaser's employees. Those persons not to be hired by Purchaser shall be

identified by Purchaser and Seller notified no later than ten (10) days prior to the Closing Date. Seller shall make the employees available to Purchaser so that Purchaser can make a determination of those people that will be hired by Purchaser. Seller shall undertake to terminate all employees of the Division effective on the Closing Date and shall provide for termination benefits to said employees as it deems necessary and appropriate.

Purchaser will not discriminate in the hiring of the former employees of Seller's Division and Purchaser agrees to indemnify and hold Seller harmless for any claims that might arise as a result of Purchaser's hiring practices.

**3.11 Patents, Trademarks, Copyrights, Etc.** Exhibit 3.11 contains a list or, where appropriate, a description, of all material industrial property rights which were used by Seller in connection with its operations at the Division Premises during the last twelve (12) months from the date hereof, including, but not limited to, trade secrets, know-how, inventions, discoveries and United States and foreign patents, patent applications, tradenames, trademarks, trademark registrations, applications for trademark registrations, copyrights and copyright registrations, owned or, where not owned, used by Seller (indicating whether owned or not and any royalties or other fee payable), and also includes a list of all licenses and other agreement (copies of which have been delivered to Purchaser) to which Seller is a party (as licensor or licensee) or by which Seller is bound relating to any of the foregoing.

Except as described in Exhibit 3.11, Seller is the sole and exclusive owner of all property and rights listed or described in Exhibit 3.11, and all designs, permits, labels, packages and displays used on or in connection therewith, and, to the best of Seller's knowledge, there is no existing basis for a material claim against Seller that any of its operations, activities, products or publications at the Division Premises or in connection with any activities or products of the type conducted or manufactured by Seller at such facility infringes the patents, trademarks, tradenames, copyrights or other property rights of others, or that Seller is wrongfully using the trade secrets or any property rights of others.



3.12 **Leases.** Except for the leases described in Exhibit 3.12 (copies of which have heretofore been delivered by Seller to Purchaser), Seller, in connection with its current ownership and its operations at the Division Premises, does not hold or use, or has not held or used, under lease any real or personal property. Each of such leases is in full force and effect; all rents and additional rents due on each such lease have been paid; in each case the lessee has been in peaceable possession since the commencement of its possession under such lease and is not in default in any material respect thereunder; no current waiver, indulgence or postponement of the lessee's obligations thereunder has been granted by any lessor; and there exists no event, occurrence, condition or act which, with the giving of notice, the passage of time or the happening of any further event or condition would become a material default under any such lease. To the best knowledge of Seller, neither lessee nor lessor has violated any of the terms or conditions under any such lease and all of the covenants to be performed by the lessee or lessor under each such lease have been performed in all material respects. Except for routine repairs, all of the leased properties described in Exhibit 3.12, and all improvements incorporated in the leased properties, are in good condition and repair and are suitable for the purposes used. To the best knowledge of Seller, Seller's use of all leased properties leased under the said leases are in conformity in all respects with all applicable laws, rules and regulations (and the uses do not constitute nonconforming uses), all applicable zoning, building, fire, boiler, pollution control, federal occupational safety and health act, and health ordinances, rules and regulations, and all building codes and private covenants and restrictions.

3.13 **Insurance.** Exhibit 3.13 is a list of all policies of insurance pertaining to any of the Assets or activities conducted at the Division Premises of which Seller is the owner, insured or beneficiary indicating for each policy the risks insured, amounts of coverage, premium rate, cash value, if any, and expiration date. All such policies and coverages are in full force and effect and have been since the respective dates set forth in Exhibit 3.13. Seller has received no notice that any such policies will be cancelled or will not be renewable on substantially similar terms nor, to the best of Seller's knowledge, has any event occurred which would be the basis for such notice. None of the insurance contracts described in Exhibit 3.13 are to be assigned by Seller to Purchaser.

**3.14 Operation of Business.** Except as set forth in Exhibit 3.14, since August 3, 1983 Seller has not:

3.14.1 made or promised to make any general increase in salaries or commissions of any employees, agents or independent contractors;

3.14.2 hired or engaged any new employees, agents or independent contractors;

3.14.3 increased the compensation of any employees, agents or independent contractors compensated at a rate of \$3,000 or more per year; and

3.14.4 purchased or agreed to purchase any capital equipment at purchase prices exceeding in the aggregate \$5,000, or disposed of, or agreed to dispose of, any real estate or capital equipment at sales prices exceeding in the aggregate \$5,000.

**3.15 Industry Approvals, Etc.** Exhibit 3.15 contains a complete listing of all approvals which were in effect for the products produced at the Division Premises.

**3.16 No Adverse Change.** Since August 3, 1983, the Assets have not been materially adversely affected in any way as a result of any fire, explosion, accident, casualty, labor trouble, flood, drought, riot, storm, condemnation or act of God or public force or otherwise (regardless of insurance coverage).

**4. Representations and Warranties of Purchaser.** Purchaser makes the following representations and warranties to Seller:

**4.1 Organization.** Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Purchaser is duly qualified as a foreign corporation and is in good standing in the State of California.

**4.2 Purchaser's Authority-Due Authorization.** The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of Purchaser's articles of incorporation or bylaws, or violate or conflict with any terms of, or result in the acceleration of any obligation of Purchaser under, or result in a breach of, or constitute an unpermitted assignment or a default under, any mortgage, deed of trust, lien, lease, agreement or instrument to which Purchaser is a party or by which it or its assets are bound. Purchaser has the full legal right, power and authority to enter into this Agreement and perform or be subject to each of the agreements and obligations undertaken by it in or pursuant to this Agreement, or documents contemplated hereby, including the purchase of the Assets as contemplated herein, and has obtained all consents, approvals, authorizations, licenses or orders of any court or governmental agency or body or trustee, co-trustee or beneficiary of any trusts or other person, all in the manner contemplated by this Agreement and documents contemplated hereby. Prior to the Closing Date, this Agreement, the performance by Purchaser of all of its obligations hereunder and the consummation of the transactions contemplated hereunder will have been approved by the board of directors of Purchaser.

**4.3 Capacity to Act.** Purchaser is not subject to any order, judgment, decree or any charter or bylaw provision, nor is Purchaser a party to or bound by any mortgage, deed of trust, lease, agreement or other instrument, which would hinder or prevent the consummation of the transactions contemplated hereunder, and compliance by Purchaser with the terms, conditions and provisions hereof; and such consummation and compliance will not, and will not with the giving of notice or passage of time, constitute grounds for default, violation or termination of, or any other change to, any such order, judgment, decree, provision, mortgage, deed of trust, lease, agreement or other instrument.

**5. Additional Undertakings.**

**5.1 Further Instruments.** Each party to this Agreement, after the Closing Date, shall execute and deliver or cause to be executed and delivered such additional instruments as the other party may reasonably request for the purpose of carrying out this Agreement.

**5.2 No Broker.** Each party to this Agreement represents and warrants to the other party that it has engaged no finder or broker in connection with this transaction.

**5.3 Cooperation after Closing.** Without reducing Seller's obligations under Section 9, Seller shall use all reasonable efforts to have its officers and employees and other persons familiar with the Assets cooperate with Purchaser on and after the Closing in furnishing information, evidence, testimony and other assistance in connection with any actions, proceedings, arrangements or disputes of any nature with respect to matters pertaining to the Assets during all periods prior to such Closing.

**5.4 No Liabilities Assumed.** Purchaser is acquiring all of the Assets free and clear of all liabilities of Seller and is assuming no obligations of Seller, except the Permitted Liens described in Exhibit 3.2, and the obligations of the leases and contracts described in Part E of Exhibit 1, which are to be assumed by Purchaser in consideration of Seller's assigning them to Purchaser.

**5.5 Transfer of Industry Approvals.** Seller agrees to use all reasonable efforts, in cooperation with Purchaser, to cause the approvals listed on Exhibit 3.15 to be available on the Closing Date for the products to be produced by Purchaser at the Division Premises.

**5.6 Inspection.** Seller shall permit Purchaser's representatives to make such inspections of the Division Premises as

Purchaser may reasonably request by notice to Seller not more than thirty (30) or less than ten (10) days prior to the Closing Date.

**5.7 Sales or Use Taxes.** The parties hereto each agree to pay any sales or use taxes, if any, which may be imposed or assessed against them as a result of the transactions contemplated by this Agreement, and to make and file all returns or reports with respect thereto, as may be required by applicable law or regulation, and agree to indemnify and hold the other party harmless therefrom.

**5.8 Damage, Destruction or Condemnation of the Assets.** In the event the Assets are (i) destroyed by fire or other casualty or (ii) subject to taking by the power of eminent domain by any governmental authority or body, in whole or in part, the Seller shall cause all insurance proceeds (coverage to maintained by Seller on a repair or replacement basis) or all condemnations awards, as the case may be, to be paid to Purchaser. At such time as the said insurance proceeds or condemnation award is paid to Purchaser, Seller's obligation to Purchaser for delivery of the destroyed assets shall cease except as may be required to transfer marketable title to Purchaser.

Purchaser obligation to pay to Seller the total Purchase Price at Closing as set forth in paragraph 1.2 shall be deferred in an amount which approximates the insurance proceeds or condemnation award to be paid to Purchaser until such time as the proceeds or award are paid to Purchaser.

**5.9 Covenant Not to Compete.** For a period of five (5) years from the Closing Date, Seller shall not, directly or indirectly, either as a principal, partner, agent, stockholder or in any other capacity, manufacture, produce, sell or market in the United States of America the products manufactured, produced or sold by Seller at the Division Premises, or such other similar products. This covenant shall be included in the bill of sale to be delivered by Seller to Purchaser at Closing.

**5.10 Bulk Sales Law.** Purchaser agrees to waive Seller's compliance with any applicable bulk sales law and Seller agrees to indemnify, defend and hold Purchaser harmless for any claims, expenses, losses or damages (including actual attorney fees) that may be incurred or suffered by Purchaser as a result of Seller not complying with any such bulk sales law.

**5.11 Conduct of Business.** From the date hereof until the Closing Date, Seller may conduct the business of the Division and Seller shall use all reasonable efforts to conduct said business in such a manner so as to maintain the good name and reputation of the business and to retain the customers of the Division. Seller shall operate the Division Assets in the ordinary course and to maintain same in good working order until the Closing, reasonable wear and tear excepted. Seller shall not dispose of any of the Assets except in the ordinary course.

**5.12 Termination.** This Agreement and the transactions contemplated herein may be terminated upon the occurrence of one of the following:

**5.12.1** by mutual written consent of the parties.

**5.12.2** by either party if the Closing shall not have occurred by September 30, 1983, or on such other date as may be set by mutual agreement of the parties.

Notwithstanding anything contained in this paragraph to the contrary, should either party refuse to close on or before the date set forth in paragraph 5.12.2, and all the conditions required to be met under Section 6 and Section 7, as the case may be, have been met; the other party shall have the right, in addition to any other remedy available under this Agreement or in law or equity, to specific performance of the sale or purchase of the Assets.

**5.13 Exhibits.** The parties agree that this Agreement may be executed absent the completion and attachment of all of the exhibits

required hereunder, and that such exhibits not appended hereto as of the date hereof shall be attached on or before the Closing Date.

**5.14 Salesman Incentive Bonus Plan.** Purchaser agrees to continue to maintain, for those persons hired by Purchaser, and assume and pay such bonuses or other compensation as may be required thereunder, for the calendar year 1983 only, a certain Division salesman incentive bonus plan maintained by Seller as described in Exhibit 5.14. Seller agrees to credit the Purchase Price to be paid by Purchaser under paragraph 1.2 for any bonus or other compensation accrued, reserved, or held back by Seller and earned under said plan.

**6. Conditions to Purchaser's Obligation to Close.** The obligations of Purchaser to close hereunder shall be subject to the fulfillment on or prior to the Closing of each of the following conditions:

**6.1 Transfer of Assets.** Seller shall have executed and delivered to Purchaser the deeds, bills of sale, assignments and other documents of conveyance which are necessary, or which Purchaser may reasonably request, to transfer the Assets to Purchaser as contemplated by this Agreement; provided, however, that the transfer to Purchaser of the leases described in Exhibit 3.12 need not have been completed by the Closing Date.

**6.2 Necessary Approvals.** All approvals of any persons or governmental or private entities to any of the transactions contemplated herein shall be delivered to Purchaser in form and substance satisfactory to Purchaser and its counsel.

**6.3 General.** All instruments and legal and other proceedings in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in form and substance to Purchaser and its counsel, and Purchaser and its counsel shall have received copies of all documents, including records of corporate proceedings and certificates, which Purchaser

or its counsel may have reasonably requested in connection therewith, such documents, where appropriate, to be certified by proper corporate or governmental authorities.

**6.4 Transfer, Etc. of Authorities.** All of the Authorities required for Purchaser to commence full production operations at the Division Premises shall have been transferred, issued or confirmed, as the case may be, to the reasonable satisfaction of Purchaser and its counsel.

**6.5 Representations, Warranties and Covenants of Seller.** The representations and warranties of Seller in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as though all such representations and warranties had been made on and as of such date; all the obligations, agreements, covenants, undertakings and conditions of this Agreement to be complied with and performed by Seller on or before the Closing Date shall have been complied with and performed in all material respects; and Purchaser shall have received a certificate signed by an authorized officer of Seller, dated the Closing Date, to such effect.

**6.6 Opinion of Seller's Counsel.** Purchaser shall have received from John G. Woods, general counsel for Seller, at the expense of Seller, an opinion, dated the Closing Date, reasonably satisfactory to Purchaser, in substantially the form of Exhibit 6.6.

**6.7 No Action or Other Proceeding.** To the best of Seller's knowledge, action or proceeding before any court or any governmental agency or body shall have been instituted or threatened in which the validity or legality of this Agreement (in whole or in part), or of the consummation of the transactions contemplated hereby is questioned or in which it is sought to restrain or prohibit such transactions or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby, and no investigation shall be pending or, to the knowledge of the parties, threatened by a person, legal entity or agency having legal standing to petition any court to restrain or prohibit the consummation of the transactions, or any of them, contemplated hereby.



6.8 Exhibits. Purchaser shall have received from Seller all the exhibits required to be provided by Seller under this Agreement, satisfactory to Purchaser.

7. Conditions to Seller's Obligation to Close. The obligation of Seller to close hereunder shall be subject to the fulfillment on or prior to the Closing Date of the following conditions:

7.1 Deliveries and Payment. Seller shall have received payment of the Purchase Price as provided in paragraph 1.2.

7.2 Representations and Warranties of Purchaser. The representations and warranties of Purchaser herein shall be true and correct in all material respects on and as of the Closing Date with the same effect as though all such representations and warranties had been made on and as of the Closing Date, all the obligations, agreements, covenants, undertakings and conditions of this Agreement to be complied with and performed by Purchaser on or before the Closing Date shall have been complied with and performed in all material respects; and seller shall have received a certificate signed by an authorized officer of Purchaser, dated the Closing Date, to such effect.

7.3 Opinion of Purchaser's Counsel. Seller shall have received from Donald E. Engel, corporate counsel for Purchaser, at the expense of Purchaser, an opinion, dated the Closing Date, reasonably satisfactory to Seller, in substantially the form of Exhibit 7.3.

7.4 General. All instruments and legal and other proceedings in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in form and substance to Seller and its counsel, and Seller and its counsel shall have received copies of all documents, including records of corporate proceedings, and certificates which Seller or its counsel may have reasonably requested in connection therewith, such documents, where appropriate, to be certified by proper corporate or governmental authorities. Seller shall have obtained the approval of its board of directors or executive committee necessary for Seller's performance of this Agreement.

7.5 Exhibits. Seller shall have received from Purchaser all the exhibits required to be provided by Purchaser under this Agreement, satisfactory to Seller.

8. Survival of Representations and Warranties. The representations, warranties and agreements of Seller and Purchaser, shall survive the Closing Date and the consummation of the transactions contemplated hereunder and (except for those pertaining to the Surviving Claims described in paragraph 9.1) shall expire on the day after the first (1st) anniversary of the Closing. All such representations and warranties shall be deemed material and relied upon by the other party regardless of any investigation made by the other party on its behalf.

9. Indemnification.

9.1 Seller. Subject to the limitations contained in paragraph 9.3, Seller shall indemnify and hold Purchaser harmless against and in respect of any and all costs, damages, expenses, deficiencies, liabilities, claims, obligations or losses (including reasonable attorneys' fees incurred in connection therewith) of any nature suffered or paid by Purchaser (the "Claims"), (a) which would not have been suffered or paid if all of the representations, warranties, covenants and agreements made on the part of Seller under this Agreement (including any of the foregoing contained in Section 3 in the event that Purchaser elects to proceed with the Closing hereunder notwithstanding the failure to satisfy one or more of the conditions contained in Section 6), or in any instrument furnished or to be furnished to Purchaser hereunder, had been true and correct and had been performed and fulfilled; or (b) whether or not included in (a) above, which pertain to (i) the amount of any taxes paid after the Closing Date with respect to any income of, and any activities, sales, use or ownership of the Assets, or any of them, by Seller prior to the Closing Date or any sales or use taxes required to be paid by Seller under paragraph 5.7, and any interest or penalties related thereto, (ii)

claims resulting or arising from ownership or operation prior to the Closing Date or relating to products manufactured or sold by Seller prior to the Closing Date, (iii) any amounts required to be paid by Purchaser because of Seller's failure prior to the Closing Date to pay and/or withhold any amounts with respect to wages or benefits of Seller's employees with respect to their services to the Company prior to the Closing Date; and (iv) claims resulting from the breach of any of the representations or warranties in paragraph 3.1 and 3.2. The Claims described in clauses (b)(i) through (b)(iv), above, shall be referred to hereinafter as the Purchaser's "Surviving Claims".

**9.2 Purchaser.** Subject to the limitations contained in paragraph 9.3, Purchaser shall indemnify and hold Seller harmless against and in respect of any and all costs, damages, expenses, deficiencies, liabilities, claims, obligations or losses (including reasonable attorney's fees incurred in connection therewith) of any nature suffered or paid by Seller (the "Claims"), (a) which would not have been suffered or paid if all of the representations, warranties, covenants and agreements made on the part of Purchaser under this Agreement (including any of the foregoing contained in Section 4 in the event that Seller elects to proceed with the Closing hereunder notwithstanding the failure to satisfy one or more of the conditions contained in Section 7) or in any instrument furnished or to be furnished to Seller hereunder, had been true and correct; or (b) whether or not included in (a) above, which pertain to claims resulting or arising from ownership or operation of the Division Premises or relating to products manufactured or sold by Purchaser after the Closing Date (except products, if any, manufactured by Seller and sold by Purchaser); and the Claims described in clauses (b) above shall be referred to hereinafter as the Seller's "Surviving Claims."

**9.3 Limitation.** Neither Seller nor Purchaser shall assert any new claim for indemnification under this Section 9 after one (1) year from the date hereof, except that any claim by either party against the other which (i) is a Surviving Claim or (ii) of which the indemnifying party knew or should have known during the one (1) year period and of which the other party was given no written notice by the indemnifying party during such period, shall be

barred only by the applicable statute of limitation; all claims for indemnification pending on the expiration of such one (1) year period shall continue thereafter pursuant to this Section 9.

**9.4 Procedures.** If Seller or Purchaser (the "Indemnified Party") believes that it is entitled to indemnification hereunder, the Indemnified Party shall so notify the party from whom indemnification is sought hereunder (the "Indemnifying Party") in writing describing the basis therefore and the amount thereof with reasonable particularity and with particular reference to the term of this Agreement in respect of which the Claim shall have occurred. The Indemnifying Party agrees that it will not unreasonably object to any claim for indemnification submitted to it by the Indemnified Party. If within thirty (30) days after the Indemnified Party has given such notice, the Indemnifying Party has not objected thereto in writing or undertaken to cure the Claim and notified the Indemnified Party, the indemnification sought in the notice shall be deemed to have been agreed to by the Indemnifying Party. In the event the Indemnifying Party does object to any Claim for indemnification within such period, the amount of such Claim, if any, shall be determined by (a) subsequent agreement of the Indemnified and Indemnifying Parties, (b) a final judgment or decree of any court or (c) a final award made under an arbitration proceeding to which the question of indemnity shall have been submitted by agreement of the Indemnified and Indemnifying Parties. No court order or arbitration award shall be final unless the time for appeal, if any, shall have expired and no appeal shall have been taken or until all appeals taken have been finally settled.

**9.5 Actions.** Promptly after receipt by an Indemnified Party of notice of the commencement of any action which an Indemnified Party has reason to believe may result in a Claim pursuant to this Section 9, the Indemnified Party shall notify the Indemnifying Party of the commencement thereof. Upon notice to the Indemnified Party, given within ten (10) days after receipt of the Indemnified Party's notice, but in no event later than the date required for any response to such action, the Indemnifying Party, at its own expense, shall be entitled to participate in the defense of any such action

asserted in the Indemnified Party's notice or, if the Indemnified Party asserts that the Indemnifying Party shall be fully liable to indemnify the Indemnified Party with respect to the results of such action, to assume such defense and to permit the Indemnified Party to participate therein at its expense. If the Indemnifying Party assumes such defense, it shall be conducted by counsel chosen by the Indemnifying Party. Without the written consent of the Indemnified Party, the Indemnifying Party may not settle any such action unless it shall elect to pay one hundred percent (100%) of such settlement, such settlement shall bar claims against the Indemnified Party and its affiliates and representatives to the same extent as against the Indemnifying Party and its affiliates and representatives and such settlement shall not involve any agreement, undertaking or consideration by the Indemnifying Party or the Indemnified Party or their respective affiliates or representatives other than the payment by the Indemnifying Party of cash only. If both parties participate in a defense, each party shall bear the fees and expenses of the counsel which it has retained. Seller and Purchaser agree that any determined Claims payable under this Section 9 shall be paid promptly upon demand.

10. **Expenses and Liabilities.** Whether or not the transactions contemplated herein are consummated (a) Seller will pay all fees and disbursements of its counsel and all other expenses of any character incurred by Seller in connection with this Agreement or the transactions hereunder; and (b) Purchaser will pay the respective fees and disbursements of its counsel and other expenses incurred by Purchaser in connection with this Agreement or the transactions hereunder.

11. **Notices.** Any notice or communication required or permitted hereunder shall be sufficiently given if hand delivered or sent by registered or certified mail, postage prepaid, if to Seller, UOP Inc., Ten UOP Plaza, Algonquin and Mt. Prospect Roads, Des Plaines, IL 60016, Attention: Mr. C. H. Suter, Vice President, and if to Purchaser, Clow Corporation, Executive Plaza East, 1211 West Twenty-Second Street, Oak Brook, Illinois 60521, Attention: Corporate Secretary, mailed to the same address; or to such other

address as a party may designate in accordance with this Section 11. Any such notice shall become effective upon delivery or on the third (3rd) day after the day of mailing thereof, postage prepaid, registered or certified mail.

12. **Contents of Agreement, Parties in Interest, Etc.** This Agreement comprises this document and the Exhibits hereto. This Agreement sets forth the entire understanding of the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement. It shall not be changed or terminated orally. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of Seller and Purchaser.

13. **Law to Govern.** Except as it applies to the real property sold hereunder, which shall be governed by the laws of the State of California, the laws of the State of Illinois shall govern this Agreement.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement shall become effective at such time as counterparts thereof have been executed by each of the parties and it shall not be a condition to its effectiveness that each of the parties has executed the same counterpart.

IN WITNESS WHEREOF, Seller and Purchaser each have caused this Agreement to be executed by their respective, duly authorized officers as of the day and year first above written.

**SELLER:**  
UOP INC.

**PURCHASER:**  
CLOW CORPORATION

By:   
its Vice President

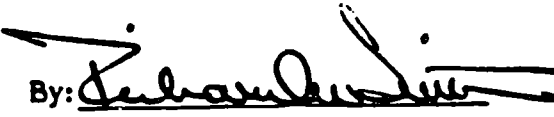
By:   
its Vice President

EXHIBIT NO. 1  
THE ASSETS  
Part A

Legal Description of Property

That portion of Block 92 of subdivision of Rancho Providencia and Scott Tract, in the City of Burbank, County of Los Angeles, State of California, as shown on map recorded in Book 43 Pages 47 et seq., of Miscellaneous Records, in the office of the County Recorder of said County, bounded by the following described lines:

Commencing at a point in the center line of Flower Street, 60 feet wide, adjoining said Block on the Southwest, distant Southeasterly 550.14 feet from the intersection of said center line with the center line of Providencia Avenue, 60 feet wide, adjoining said Block on the Northwest; thence Northeasterly, parallel with the Southeasterly line of said Block, 30 feet to a point in the Northwestern line of said Flower Street, said last mentioned point being the true point of beginning; thence Southeasterly, along the Southwesterly line of said Block, a distance of 162 feet more or less, to the Northwestern line of the Southeasterly 215 feet, measured at right angles, of the Northwestern half of said Block, said Northwestern half being one-half of the area of said Block, computed to the centers of adjoining streets as shown on said map, the Southeasterly line of said one-half being parallel with the Southeasterly line of said Block; thence Northeasterly, along said Northwestern line, to the Northeasterly line of said Block; thence Northwestern along said Northeasterly line, to a line parallel with the Southeasterly line of said Block and which passes through the true point of beginning; thence Southwesterly, along said parallel line, to the true point of beginning.

Buildings

		<u>Sq. Ft.</u>
<u>OFFICE BUILDING - ONE STORY</u>		72' x 35' <u>2,520</u>
ROOF	Flat, Board on Joist, Hung Drilled, Fireboard Ceiling	
FLOOR	Reinforced Concrete on Ground, Composition Tile Overlay	
WALLS	Wood on Wood Frame, Stucco Exterior, Metal Lath and Plaster, Wood Panel Interior, Wood Sash	

MAIN BUILDING - ONE STORY

100' x 100' 10,000

ROOF Double Sawtooth, Composition  
Roofing, Plank on Timber on Steel  
Beams, Steel Frame

FLOOR Reinforced Concrete on Ground,  
Some Composition Tile Overlay

WALLS Wood on Wood Frame, Stucco  
Exterior, Insulated, Some Metal  
Lath and Plaster Interiors, Wood Sash

RAW MATERIAL BUILDING - ONE STORY

95' x 50' 4,750  
50' x 10' 500

5,250

ROOF Pitched, Metal Panel on Pre-  
Fabricated Steel Frame

FLOOR Reinforced Concrete on Ground

WALLS Metal Panel on Steel Frame

ADDITION

95' x 40' 3,800

ROOF Pitched, Metal Panel on Pre-  
Fabricated Steel Frame

FLOOR Reinforced Concrete on Ground

WALLS Metal Panel on Steel Frame with  
Aluminum Sash and Concrete Block

SHED

20' x 10' 200

ROOF Flat, Boards on Joints on Wood Frame

FLOOR Asphalt on Ground

WALLS Open

Total 21,770



**EXHIBIT NO. 1**  
**THE ASSETS**  
**Part B**  
**Machinery and Equipment**

Balance Model 2252 (1977)

Atomic Absorption Unit (1977)

Fume Hood (1977)

Microscope (1977)

Auto Clave (1977)

Spectro Photometer (1983)

Microprocessor - Analyzer (1978)

Corrater (1978)

Test Kits (1979)

Portable Wash System (1980)

Vapor Generator (1980)

Spectro Photometer (1981)

Portable Pressure Wash (1981)

Distilling Machine (1981) (R.O.)

Spectro Photometer (1981)

Waste Neutralization System (1982)

Pressure Sprayer (1982)

2 Each - Model R Press St 42920 (1967)

2 Each - 500-gallon SS jacketed batch tanks with exhaust vents

1 Each - Wynhausen Water Softener

1 Each - Marion Ribbon Blender Model 4010 (1979)

1 Each - Marion Ribbon Blender Model 2030 (1979)

1 Each - Neptune Batch Meter (1980)

- 1 Each - Label Machine - Labellette (1981)
- 1 Each - Simplex Gravity/Pressure Filling Machine (1981)
- 2 Each - 1500-gallon upright Poly Cal Tanks (1982)
- 4 Each - 1500-gallon Conical Poly Cal Tanks w/accessories (1982)
- 2 Each - 4,000 gallon Steel Underground Tanks
- 1 Each - Fairbanks Double Beam Scale
- 110-feet - 10' high Pallet Racks
- 1 Each - 1,000 gallon Hydrochloric Acid Tank
- 1 Each - 400 Gallon Hydrochloric Acid Tank
- 4 Each - 8' high x 8' long x 4' wide Storage Racks (heavy duty)
- 1 Each - Lutz Heavy Duty Drum Pump
- 1 Each - 500 Gallon Steel Soap Tank
- 3 Each - Standard Mix Mor Agitators - 5' Shaft
- 1 Each - Standard Mix Mor Agitator - 3' Shaft
- 1 Each - Variable Speed Mix Mor Agitator - 5' Shaft
- 1 Each - Variable Speed Mix Mor Agitator - 3' Shaft
- 1 Each - 110 Gallon SS Jacketed Tank
- 1 Each - Double Beam Fairbanks Scale - 1000 pound capacity
- 2 Each - Martin Decker 1000 pound Hoist Scales - 1000 pound capacity
- 1 Each - Thompson Boiler - 125 psi
- 1 Each - Heavy Duty Caustic Service Centrifugal Pump (Flowtec)
- 2 Each - 90 psi Air Compressors
- 3 Each - 1,000 gallon Steel Upright Storage Tanks
- 2 Each - 90 Gallon SS Batch Tanks
- 1 Each - 500 Gallon Soap Tank with Heavy Duty Agitator for Soap Blending
- 1 Each - Detecto Single Beam Scale - 1000 pound capacity
- 1 Each - Howard Richard Drum Scale - 1000 pound capacity

1 Each - Alcohol Transfer Pump  
1 Each - Electric Drum Dolly  
1 Each - Acme Silver Sticker  
1 Each - Lakewood 650 Controller  
1 Each - LMI Duel Channel Liquitron  
2 Each - LMI B Series Pumps

Jigs, Dies and Patterns

Housing, Die, Mounting Cavity for Siphon Breather (1966)  
Boxes - Briquette Packing (1966)  
Chemicator Dies (1969)  
Top Half - Liquid Chemicator (Pacific Plastics - 1982)  
Float Mold (Pope - 1982)  
Seal Mold (Pope - 1982)  
Cap and Plunger Mold

Mobile Equipment

Fork Lift (1968)  
Fork Lift (1970)  
Ford Van (1979)  
GMC Versavan (1979)

Furniture and Fixtures

IBM Typewriter #9341621  
IBM Typewriter #2386437  
IBM Typewriter #2778129  
IBM Selectric Typewriter #3414250  
IBM Selectric Typewriter #3556254

IBM Selectric Typewriter #6263573

Xerox Typewriter #2421602

Xerox Typewriter #2430302

Xerox Typewriter #2429772

Xerox Typewriter #2431795

Xerox Typewriter #1462925

Monroe 1320 Print Calculators (2)

American Binding System

Xerox Copier 3400

Pitney Bowes Mail Scale

Pitney Bowes Mail Meter

GE Recorder, Camera and Color TV

Kroy Lettering Machine

Miscellaneous Desks, Chairs, Files for a staff of 25

EXHIBIT 1  
THE ASSETS  
PART C

Patents

<u>Patent No.</u>	<u>Inventor</u>	<u>Description</u>	<u>Expiration Date</u>
3,430,823	V.L. Hunsaker	Chemicator with vacuum breaker in discharge line.	3/4/86
3,778,377	H.D. Clark	Synergistic mixture of polyamino methylphosphonate and N,N'dicycloalkylthiourea as acid corrosion inhibitor for metal.	12-10-90
3,969,260	H.D. Clark	Mixture of ethynyl cyclohexanol, polyamino methylene phosphonate and N,N'-dicyclohexylthiourea to protect metal from acid.	7-13-93
3,979,311	H.D. Clark	Ethynyl cyclohexanol and N,N'-dicyclohexylthiourea as anticorrosive for metal in contact with acid.	9-7-93
3,985,671	H.D. Clark	Polyamino methylene phosphonate and polyoxyethylene (dimethylimino) ethylene dichloride as scale control agent.	10-12-93

Patent Applications

<u>Application Serial No.</u>	<u>Inventor(s)</u>	<u>Description</u>	<u>Allowed</u>
310,018	P.P. Kelpa	A dispenser for automatically dispensing liquid chemicals into an intermittently flowing liquid stream.	6-14-83
379,209	R.O. Menke & M. Bortnik	Compositions of matter utilized in the inhibition of scale or salt precipitation in aqueous streams.	7-22-83

392,869	E.J. Latos & J.C. Payne	Corrosion inhibitors comprising an admixture of a phosphate compound, a phosphonate compound, an aryl triazole and a metal salt.	4-13-83
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Foreign patents presently in force and pending applications which correspond to two of the above listed U.S. patents and the three allowed applications are as follows:

Foreign Case No. 1155

Corresponding U.S. Patent No. 3,430,823

Country

Expiration Date

Canada  
Japan  
Morocco

12-1-87  
8-17-87  
8-10-87

Foreign Case No. 1645

Corresponding U.S. Patent No. 3,985,671

Country

Expiration Date

Canada

7-10-96

Foreign Case No. 1918

Corresponding U.S. Patent Appln. S.N. 392,869

Country

Australia  
Canada  
Japan  
Philippines

No patents granted at the present time.

Foreign Case No. 1951

Corresponding U.S. Patent Appln. S.N. 310,018

Country

Australia  
Canada  
Denmark  
Indonesia  
Israel  
Japan  
Korea  
Mexico  
New Zealand  
Philippines  
Spain  
European Patent Office Countries  
(West Germany, France,  
Italy, Belgium,  
Holland, United Kingdom,  
Austria, Sweden,  
Switzerland)

No patents granted at the present time.

Foreign Case No. 1978

Corresponding U.S. Patent Appln. S.N. 379,209

Country

Australia  
Canada  
Japan  
Mexico  
Philippines  
European Patent  
Office Countries  
(West Germany,  
France,  
Italy,  
Belgium  
Holland,  
United Kingdom,  
Austria,  
Sweden,  
Switzerland)

No patents granted at the present  
time.

Formulae

Seller will supply Purchaser with formulae and batch sheet for each product manufactured by Seller at the Water Services Division.

8/30/83  
15.42.55  
REPORT NO. CPTMR020

UOP INC.  
TRADEMARK SYSTEM  
ALPHABETIC REPORT FOR U.S. MARKS AS OF 08/30/83  
00/00/0000 THRU 00/00/0000

PAGE 2

FOR DIVISION MS  
OPTIONAL

TRADEMARK NAME	REGISTRATION NO. APPLICATION NO.	INT'L CLASS (LOCAL CLASS)	GOODS DESCRIPTION	REGISTRATION DATE APPLICATION DATE	CONTROL NUMBER
ALL-MET	854,843	1 (52)	DESCALER	08/13/1968	000024
ALU-KLEEN	*390,579	3 (52)	LIQUID CLEANER FOR CLEANING CORRODED ALUMINUM SURFACES AND FOR REMOVING MINERAL DEPOSITS, RUST, OIL, GREASE AND DIRT ACCUMULATIONS FROM INDUSTRIAL EQUIPMENT	*09/27/1982	000474
B-85	916,996	2 (6)	LIQUID CHEMICAL BOILER COMPOUND FOR HARD WATER INDUSTRIAL SYSTEMS.	07/27/1971	000028
B-85V	952,499	1 (6)	LIQUID CHEMICAL BOILER COMPOUND FOR HARD WATER INDUSTRIAL SYSTEMS.	02/06/1973	000029
BULLDOZER	1,015,582	1 (6)	DISPERSANT FOR USE IN RECIRCULATING COOLING WATER SYSTEMS, SPRAY PONDS AND DECORATIVE PONDS.	07/15/1975	000044
CHEMICATOR	746,608	(31)	DEVICE FOR THE AUTOMATIC CHEMICAL TREATMENT OF HEAT EXCHANGE WATER.	03/12/1963	000055
CHEMICATOR	892,011	11 (31)	AUTOMATIC CHEMICAL FEEDING UNITS FOR TREATMENT OF WATER IN COMMERCIAL INSTALLATIONS.	06/02/1970	000056
CHEMICATOR	902,844	1 (6)	CHEMICAL BRIQUETTES USED FOR WATER TREATMENT.	11/24/1970	000057
CHEMICATOR	*380,763	1 (6) 2 (6) 3 (52)	CL.1-CHEMICAL COMPOSITIONS FOR THE ELIMINATION, INHIBITING, CONTROL AND/OR PREVENTION OF SCALE AND CORROSION CAUSED FROM HARD OR SOFT WATER HEATING AND CHILLED WATER SYSTEMS, COOLING WATER SYSTEMS, HOT WATER BOILERS, STEAM BOILERS, STEAM GENERATORS, BRINE TANKS, AND THE LIKE; CL.2-SOLUBLE CHEMICALS FOR SCALE, RUST AND CORROSION CONTROL IN POTABLE WATER AND COOLING WATER SYSTEMS; CL.3-INDUSTRIAL CLEANING CHEMICALS, ETC.	*08/19/1982	000460
CLT-150	901,072	2 (6)	CHEMICAL CORROSION INHIBITING COMPOUND FOR CONDENSATE, STEAM AND WATER VAPOR LINES.	10/20/1970	000059
CLT-50	1,185,342	2 (6)	CHEMICAL CORROSION INHIBITING COMPOUND FOR CONDENSATE, STEAM AND WATER VAPOR LINES.	01/12/1982	000367
DEEP PURPLE	852,114	5 (6)	ALGAECIDE.	07/09/1968	000071
E-Z-PRESS	850,010	3 (6)	CHEMICAL SPRAY FOR USE AS AN IRONING AID.	05/28/1968	000077
E-57	910,521	2 (6)	SCALE AND CORROSION INHIBITOR FOR CLOSED HOT WATER SYSTEMS BUT SAID COMPOSITION NOT INCLUDING SODIUM SILICATE.	03/30/1971	000078



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TRADEMARK NAME	REGISTRATION NO. *APPLICATION NO.	INT'L CLASS (LOCAL CLASS)	GOODS DESCRIPTION	REGISTRATION DATE *APPLICATION DATE	CONTROL NUMBER
ERLEN	875,890	2 5 (6) 3 (18) 1 (52)	CHEMICAL COMPOSITIONS FOR USE IN WATER TREATING-- NAMELY, CORROSION INHIBITORS, ALGAECIDES, ALGAECIDE BRIQUETTES AND EMULSIFIERS.	09/02/1969	000880
F-91	909,910	2 (6)	CHEMICAL CORROSION INHIBITING COMPOUND FOR POTABLE WATER AND CLOSED SYSTEMS.	03/16/1971	000082
G-30	1,020,854	1 (6)	CHEMICAL STEAM BOILER COMPOUND WITH CORROSION INHIBITING PROPERTIES.	09/23/1975	000091
IV CLOR-I	1,211,441	11 (23,31)	INDUSTRIAL WATER TREATMENT EQUIPMENT - NAMELY, CHLORINE DIOXIDE FEED SYSTEM CONSISTING OF A GENERATOR, PUMPS, VALVE MANIFOLDS, INJECTION VALVES AND TUBING	10/05/1982	000370
IV CLOR-II	1,210,385	11 (23,31)	INDUSTRIAL WATER TREATMENT EQUIPMENT - NAMELY, CHLORINE DIOXIDE FEED SYSTEM CONSISTING OF A GENERATOR, TIMING DEVICE, PUMPS, VALVE MANIFOLDS, INJECTION VALVES AND TUBING	09/28/1982	000371
J-2	957,180	1 (6)	CHEMICAL BRIQUETTES USED IN AUTOMATIC CHEMICAL FEEDING UNITS FOR TREATMENT OF WATER IN COMMERCIAL INSTALLATIONS.	04/17/1973	000118
K-24	909,419	2 (6)	SOLUBLE PHOSPHATE FOR SCALE AND CORROSION CONTROL IN POTABLE WATER AND COOLING WATER SYSTEMS.	03/09/1971	000122
K-25	908,888	2 (6)	SOLUBLE PHOSPHATE FOR SCALE AND CORROSION CONTROL IN POTABLE WATER AND COOLING WATER SYSTEMS.	03/02/1971	000123
K-26	908,889	2 (6)	SOLUBLE PHOSPHATE FOR SCALE AND CORROSION CONTROL IN POTABLE WATER AND COOLING SYSTEMS.	03/02/1971	000124
K-70	850,049	5 (6)	ALGAECIDE.	06/04/1968	000125
K-81	923,702	1 (6)	SCALE AND CORROSION INHIBITING CHEMICAL COMPOUND FOR COOLING WATER SYSTEMS BUT SAID COMPOSITION NOT INCLUDING SODIUM SILICATE.	11/16/1971	000126
K-87	910,520	2 (6)	SCALE AND CORROSION INHIBITOR FOR COOLING TOWERS, EVAPORATIVE CONDENSERS AND COOLING WATER SYSTEMS, BUT SAID COMPOSITION NOT INCLUDING SODIUM SILICATE.	03/30/1971	000127
KLEEN KOIL	890,239	3 (52)	CONCENTRATED CLEANER FOR REMOVING OIL, GREASE AND DIRT ACCUMULATIONS FROM INDUSTRIAL EQUIPMENT.	04/28/1970	000131

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TRADEMARK NAME	REGISTRATION NO. APPLICATION NO.	INT'L CLASS (LOCAL CLASS)	GOODS DESCRIPTION	REGISTRATION DATE APPLICATION DATE	CONTROL NUMBER
KLEEN KOIL II	389,889	3 (52)	CONCENTRATED CLEANER FOR REMOVING OIL, GREASE AND DIRT ACCUMULATIONS FROM INDUSTRIAL EQUIPMENT	09/27/1982	000473
KOOLER KARE	926,367	2 (6)	CHEMICAL CORROSION INHIBITING COMPOUND FOR EVAPORATIVE COOLERS.	01/04/1972	000134
KOOLSOL	861,802	1 (52)	INDUSTRIAL SOLVENT CLEANER.	12/10/1968	000135
KP-40	909,912	2 (6)	SCALE INHIBITING CHEMICAL COMPOUND FOR COOLING WATER SYSTEMS.	03/16/1971	000139
KP-50	1,004,163	1 (6)	SCALE AND CORROSION INHIBITING CHEMICAL COMPOUND FOR COOLING WATER SYSTEMS.	02/11/1975	000140
L-70	909,914	1 (6)	CHEMICAL CORROSION INHIBITING COMPOSITION CONTAINING PHOSPHATES, CHROMATES, AND ORGANIC CORROSION INHIBITORS FOR CLOSED HOT WATER BOILER AND COOLING SYSTEMS.	03/16/1971	000142
M-2	839,729	(52)	ENEMA SOAP.	11/28/1967	000154
M-2	940,091	3 (52)	WATERLESS HAND CLEANER.	08/01/1972	000155
M-40	999,518	5 (6)	ALGAECIDE.	12/17/1974	000156
M-60	909,911	5 (6)	ALGAECIDE.	03/16/1971	000157
M-80	1,057,361	5 (6)	ALGAECIDES.	02/01/1977	000158
M-80T	1,057,360	5 (6)	ALGAECIDES.	02/01/1977	000159
M-90	935,201	5 (6)	BIOCIDE.	06/06/1972	000160
NEUTRA-SOLV	861,141	3 (52)	EMULSIFIER FOR CLEANING INDUSTRIAL EQUIPMENT.	11/26/1968	000174
ORGANIFLOC PX	909,913	1 (6)	FLOCCULATING AND DISPERSING AGENT FOR USE IN WATER DISTRIBUTION LINES, COOLING TOWERS, AND EVAPORATIVE CONDENSERS.	03/16/1971	000188
RESCUE	917,978	2 (16)	AEROSOL SPRAY-ON CORROSION INHIBITOR AND LUBRICANT FOR INDUSTRIAL AND DOMESTIC USE.	08/10/1971	000222
SOLAR-TREAT 92	1,089,499	1 (6)	CHEMICAL CORROSION INHIBITOR AND ANTI-FOULANT FOR USE IN SOLAR SYSTEMS.	04/18/1978	000230
SUPPLEMENT S	909,909	1 (6)	OXYGEN SCAVENGING COMPOUND FOR BOILERS AND STEAM GENERATORS FOR THE PREVENTION OF CORROSION.	03/16/1971	000234

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TRADEMARK NAME	REGISTRATION NO. #APPLICATION NO.	INT'L CLASS (LOCAL CLASS)	GOODS DESCRIPTION	REGISTRATION DATE CONTROL #APPLICATION DATE NUMBER
TRACELEAK	901,999	1 (6)	NON-TOXIC LIQUID THAT IS APPLIED TO THE EXTERIOR OF PIPE LINE SYSTEMS FOR DETECTING ESCAPING GASES.	11/10/1970 000247
140	850,033	1 (52)	DESCALER.	05/26/1968 000357
DESIGN OF A MAN SWIMMING	#383,890	1 (6), 3 (52)	CL.1-CHEMICAL COMPOSITIONS FOR THE ELIMINATION, INHIBITING, CONTROL AND/OR PREVENTION OF SCALE, RUST AND CORROSION CAUSED FROM HARD OR SOFT WATER HEATING AND CHILLED WATER SYSTEMS, COOLING WATER SYSTEMS, HOT WATER BOILERS, STEAM BOILERS, STEAM GENERATORS, BRINE TANKS, AND THE LIKE; CL.3- INDUSTRIAL CLEANING CHEMICALS, NAMELY, SOLVENTS, EMULSIFIERS AND THE LIKE FOR REMOVING RUST, OIL, GREASE, SCALE AND DIRT ACCUMULATIONS FROM IND.EQ.	#09/07/1982 000464

LISTED.....	60
DESIGNS.....	3
SLOGANS/PHRASES.....	0

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TRADEMARK NAME	COUNTRY	REGISTRATION NO. *APPLICATION NO.	CLASS	REGISTRATION DATE *APPLICATION DATE	RENEWAL DATE	CONTROL NUMBER
CHEMICATOR	AUSTRALIA	222,122	11	09/04/1968	09/04/1989	010088
CHEMICATOR	AUSTRIA	68,074	1,11	12/18/1970	12/31/1990	010145
CHEMICATOR	BENELUX	51,663	1,11	02/28/1973	07/02/1990	010161
KZP-88	BENELUX	340,958	1	02/16/1977	08/06/1986	010169
CHEMICATOR	CANADA	166,483	N/C	11/28/1969	11/28/1984	010251
RESCUE	CANADA	241,597	N/C	03/21/1980	03/21/1995	010283
CHEMICATOR	CHILE	17,109	1,11	06/26/1973	06/26/1983	010316
CHEMICATOR	COSTA RICA	46,716	1	10/18/1973	10/18/1988	010336
CHEMICATOR	COSTA RICA	46,717	31	10/18/1973	10/18/1988	010337
CHEMICATOR	DENMARK	2764/1982	1,2,3,4,11	07/30/1982	07/30/1992	011357
KZP-88	DENMARK	542/1977	1	02/04/1977	02/04/1987	010345
CHEMICATOR	FRANCE	766,373	1,11	07/31/1968	06/08/1988	010400
KZP-88	FRANCE	693,463	1	07/28/1976	07/28/1986	010414
CHEMICATOR	GERMAN FEDERAL REPUBLIC	829299	7,11 (14) (228)	02/01/1967	03/17/1986	010445
CHEMICATOR	GREAT BRITAIN	920,092	1	08/14/1968	01/24/1989	010528
CHEMICATOR	GREAT BRITAIN	905,955	11	03/13/1968	02/27/1988	011267
CHEMICATOR	HONDURAS, REPUBLIC OF	20495	11), (11)	09/20/1973	09/20/1983	010600
CHEMICATOR	HONG KONG	759/1971	1	06/07/1971	07/03/1991	010601
CHEMICATOR	HONG KONG	760/1971	11	07/03/1970	07/03/1991	010602
CHEMICATOR	IRELAND	91,224	1	04/01/1981	01/19/1984	010628
CHEMICATOR	IRELAND	91,225	11	04/01/1981	01/19/1984	010621
CHEMICATOR	ITALY	261,272	1,11	06/27/1972	06/22/1990	010662
KZP-88	ITALY	*19751 C/76	1	*07/30/1976	06/00/0000	010673

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TRADEMARK NAME	COUNTRY	REGISTRATION NO. *APPLICATION NO.	CLASS	REGISTRATION DATE *APPLICATION DATE	RENEWAL DATE	CONTROL NUMBER
CHEMICATOR	JAPAN	829,982	9	08/28/1969	05/28/1989	010711
CHEMICATOR	JAPAN	881,327	1	11/30/1970	08/30/1990	010712
KZP-88	JAPAN	1520156	1	06/29/1982	03/29/1992	010748
CHEMICATOR	KOREA, SOUTH	21,744	38	04/12/1971	04/12/1991	010849
CHEMICATOR	KOREA, SOUTH	20,982	10	01/12/1971	01/12/1991	011241
CHEMICATOR	MEXICO	229,102	6	08/30/1979	02/12/1984	010867
CHEMICATOR	NORWAY	102,743	1,11	08/09/1979	08/09/1989	010955
CHEMICATOR	PHILIPPINES	19,290	7,32	06/25/1973	06/25/1993	010988
CHEMICATOR	PUERTO RICO	16,328	6	01/19/1970	01/19/1990	011016
CHEMICATOR	PUERTO RICO	16,329	31	01/19/1970	01/19/1990	011017
CHEMICATOR	SAUDI ARABIA	*4010	1,11	*04/12/1981	00/00/0000	011257
CHEMICATOR	SINGAPORE	49,468	1	06/24/1970	06/24/1991	011022
CHEMICATOR	SINGAPORE	49,469	11	06/24/1970	06/24/1991	011023
CHEMICATOR	SPAIN	619,488	1	10/26/1976	10/26/1996	011069
CHEMICATOR	SPAIN	619,489	11	09/12/1972	09/12/1992	011070
CHEMICATOR	SWEDEN	165,474	1,11	11/17/1978	11/17/1988	011110
CHEMICATOR	SWITZERLAND	251,166	1,5,11	05/08/1971	06/25/1990	011130
CHEMICATOR	TAIWAN	46071	1	05/01/1971	04/30/1991	011150
CHEMICATOR	TAIWAN	48325	18	08/01/1971	07/31/1991	011151
CHEMICATOR	THAILAND	41,847	6	02/23/1972	09/08/1990	011162
CHEMICATOR	TRINIDAD & TOBAGO	7986	1	10/14/1975	05/09/1987	011181
CHEMICATOR	TRINIDAD & TOBAGO	7987	11	10/14/1975	05/09/1987	011182

# MEMORANDUM

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**Peggy Beall**

EXTENDED BY

EXAMINED BY:

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

11/01/91

[illegible]



CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT		
		AMOUNT FORWARD				
		<u>C A R T O N S</u>				
CE-106	11	6-5/8 x 4-1/8 x 10	32	ea		352
		9 x 7 x 7	38	ea		
		10 x 8 x 6 W/DIVIDERS		ea		
	2	10 x 9 x 9 (SALESMEN'S SAMPLES)		ea		
	44	11-5/8 x 9-1/8 x 5-1/4	124	ea		5456
		11-3/4 x 10-3/4 x 2-1/4 (Whlse Catalogs)		ea		
		12 x 12 x 6				
	180	13 x 10-1/4 x 10	65	ea		11700
		17 x 17 x 17 (See CHEMICATORS)	1033			
	1900	DEEP PURPLE INDIVIDUAL BOXES	23	ea		43700
CE-113	202	DEEP PURPLE OUTER CTN FOR 12 BOXES	81	ea		16362
CE-111	155	WIDE-MOUTH 1-GALLON CARTON W/DIVIDERS	73	ea		11315
CE-112	335	OVER-PACK FOR REFILL TUBE CASES	28	ea		9380
		INDESTRUCTO MISCELLANEOUS		ea		
	3160	FORMULA NO. 870 LITER	11	ea		34760
CE-124	1384	TUBE REFILL w/DIVIDERS	293	ea		405512
CE-126	1158	WHITE WITH DIVIDERS FOR 24 x 8-OUNCES	52	ea		60216
		MISCELLANEOUS		ea		
		FOR CHEMICATOR CARTONS (See APPLICABLE CHEMICATOR)				
		Page Total				265953
						11314176

[illegible]

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENDED
		AMOUNT FORWARDED			
		MODEL "E" CHEMICATOR			
	79	COMPLETED BOXED CHEMICATORS	11.65	ea	910.35
T-100	360	BODY UNIT	4.55	ea	1638.00
E-101	131	CARTON 17x17x17	1.00	ea	138.86
T-103	905	DEPTH PLATE	2.00	ea	1810.00
		KEYS TAKEN OFF INVENTORY		ea	
T-109	8	LABEL	10	ea	
T-110	8000	MOUNTING SCREWS	01	ea	80.00
	590	CLIPPER CARTON	59	ea	34810
F-132	910	SYPHON BREATHING	69	ea	62790
T-104	5600	TAIL TUBE	32	ea	1850.00
	400	COMPLETED ASSEMBLED VALVES	38	ea	15200
T-105	6906	VALVE (UNASSEMBLED)	18	ea	124308
127	50	VALVE FERRULE	07	ea	350
I-127	500	VALVE NUT	06	ea	3000
T-129	4280	VALVE RETAINING RING (LOCK)	02	ea	8560
T-128	4000	VALVE SPRING	05	ea	20000
T-107	4950	REFILL TUBE CAP	04	ea	19800
T-106	1038	REFILL TUBE (EMPTY)	79	ea	82002
Page Total					977541
					21614219

Page Total 3438.942  
6252.761

QTY	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
		AMOUNT FORWARD			
		<b>D R U M S</b>			
	161	13-GALLON FIBRE	7 84	ea	1278 34
	88	51-GALLON FIBRE	11 95	ea	1051 60
	123	30-GALLON - ACT XXX	16 90	ea	2078 70
	360	55-GALLON - ACT LV	24 03	ea	8650 00
		55-GALLON, 37M, D.O.T.		ea	
		30-GALLON UNLINED		ea	
		30-GALLON LINED (STEEL)		ea	
	10	55-GALLON LINED (STEEL)	20 55	ea	205 55
		55-GALLON UNLINED		ea	
		55-GALLON UNLINED, OPEN HEAD (Hazardous Waste)		ea	
	-0	2" DRUM CAPS (FOR ACT DRUMS)		ea	
	-0	DRUM FAUCETS, PLASTIC		ea	
	600	3" LEAD SEALS FOR FIBRE DRUMS	025	ea	15 00
116	7200	3/4" SEAL	13	ea	216 00
116	690	2" SEAL	06	ea	41 40
	17	empty steel drums taken in Ground Deposit: Drum for Chlorine	Do Not Ext.		
		25 steel Drums (SS gal) / 30 gal Steel Drums to be sent to Recycling Center	Do Not Ext.		
Page Total					1137216 54 7167511 5

CK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
		AMOUNT FORWARD			
	25 <sup>4</sup>	FILM PLASTIC	2 45	lb	61 05
	4436	FLEX SPOUT (Reike)	16	ea	709 76
		LABELS			
	21	LABEL ADHESIVE (spray can)	5 53	ea	116 13
	2680	PRODUCT LABEL, LARGE	22	ea	589 60
	2500	, SMALL	14	ea	350 00
	13500	, BIOCID	33	ea	4455 00
	1000	, SPECIAL (FOR 4/1s)	05	ea	50 00
	15000	WHOLESALE, LARGE	30	ea	4500 00
	24750	, SMALL	15	ea	3712 50
	2500	D.O.T.	103	ea	75 00
		LINERS			
08	1000	P.E., 5 x 10	02	ea	20 00
06		, 12 x 13, 2-Mil		ea	
		, 23 x 10 x 40		ea	
07	2400	, 24 x 24	14	ea	336 00
09		, 24 x 36		ea	
00		, 38 x 65, 1.8-Mil		ea	
	1100	, 38 X 64, 4-Mil	57	ea	638 00
	1200	6x12	02		24 00
	5500	36x30	11		605 00
		LABELS			
	S, DTC	KP-1	No	Ext	
	2000	All Mat	No	Jot	
					Page Total:
					7642472 24
					92291639

ITEM	QUANTITY	DESCRIPTION	PRICE	UNIT	EXT.
AMOUNT FORWARDED					
P A I L S					
CA-133	173	3-1/2 GALLON BENNETT	2.59	ea	445.97
		5-GALLON ACT V	3.90	ea	
CA-133	179	5-GALLON 70-MIL BENNETT	2.46	ea	440.34
CA-133	478	5-GALLON 90-MIL BENNETT	2.52	ea	1204.56
	106	5-GALLON SCREW TOP (For Full Service)	3.65	ea	386.90
CA-125	52	6-GALLON ROPER	2.52	ea	131.04
FC-106	1 gal	PLIOBOND #30	35.32	gal	35.32
	1200	SLEEVE, BOTTLE, PLASTIC, 1-GALLON	0.16	ea	192.00
C-119	244	SPRAYERS - PISTOL GRIP	.76	ea	176.84
C-109	200	- WINDEX	.15	ea	30.00
		--1 1/2 GALLON PRESSURE	20.40	ea	
S-113	200	TIES - 4"	.0011	ea	.04
S-113	200	- 6"	.0011	ea	.49
	1500	STRAPPING	.01		15.00
	700	STRAP locks	.02		14.00
	700	Edge Protectors	.06		42.00
Page Total					3115.51
					9511/190

## INVENTORY

WATER SERVICES DIVISION

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SHEET NO.

PRICED BY Peggy Beall

CALLED BY

DEPARTMENT

RAW MATERIALS

EXTENDED BY

ENTERED BY Dave Shell

LOCATION

BURBANK

EXAMINED BY

CHECK	QUANTITY	DESCRIPTION	✓	PRICE	UNIT	EXTENSIONS
38	x	ACETIC ACID (Technical) <sup>LOCATED IN 10</sup> <sub>MISSSED IN INV. CONF.</sub>		33	lb	1254
		ACINTOL FA-1 (see PAMAK W-4)				
		ACRYSOL ASE-108 (see POLYMER ASE-108)				
1611		AEROSOL OT-75		1085	lb	174794
		AKTA-KLOR - 15% (9.69#/Gal. Density)			lb	
		- 25% (10.5#/Gal. Density)			lb	
		ALUM POTASSIUM (Obsolete)				
		AMA-10			lb	
		AMA-30			lb	
		AMMONIA			lb	
		AMMONIUM BIFLUORIDE (Obsolete)				
2162		AMMONIUM HYDROXIDE		05	lb	17296
		AMSCO-515 SOLVENT (Obsolete)				
		AQUA TREAT DNM 30--SEE DNM 30 - BIOCID			lb	
		ARMAC 18D (Obsolete)				
		ARMAC HT (Obsolete)				
130		ARMEEN 18D (Flake)		1424	lb	18512
214		ARMEEN HT		116	lb	24824
		ARQUAD 2C-75			lb	
		ASE-108 (See POLYMER ASE 108)				
		ASE-200 (Obsolete)				
2830		ARBREAK 340D		104	lb	294320
430		ARBREAK 454D		109	lb	46870
		ARMEEN C			lb	
1204		Amphotexics		122		74645
152		ALCO AR 940D		163		27776
AMOUNT FORWARD						177294



CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
		AMOUNT FORWARD			
1769	ARCO	1488	75		132782
1351	ARCO	1443	51		77002
2855	ARCO	1401	Do Not		
900	ARBREK	2383D	110		99000
51	ARBREK	385DR	75		3825
870	ARBREK	379R	85		73750
551	ARBREK	364R	89		49039
120	ARBREK	2168D	109		13080
70	AD	132	153		10710
83	ARBREK	319D	99		8217
500	ARBREK	385R (K. H. A. D.)	75		37500
Page Total					510310
					1417604

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			118130
		BTC 2125 (Obsolete)			
	1936	BELCLENE 500 POLYMER	1.05	lb	203280
		BENZOTRIAZOLE (See COBRATEC 99F)			
	3778	BORAX (5 Mol)	17	lb	64276
	140	BRIJ 35	1058	lb	14720
		BRIQUETTE BINDER		gt	
		BUCKEYED CARBONMETHYL CELLULOSE		lb	
		BUTYL-CELLOSOLVE		lb	
	2588	BARQUAT-MB-80	163	lb	421844
	1412	Barquat 480	171		241452
		CMC 7LT (Obsolete)			
	384	CAB-O-SIL	307	lb	117888
		CALCINED MAGNESIA (See MAGNESIUM OXIDE)			
		CAUSTIC POTASH (See POTASSIUM HYDROXIDE)			
		CAUSTIC SODA, Bead		lb	
	2420	50% Liquid	08	lb	19360
	248	CETYL ALCOHOL, 90% Flake NF 7.4	121	lb	30008
	283	CHARTER'S SOLVENT #2 (1.63/gal)	2488	gal	70467
	500	CHROMIC ACID DO NOT EXTEND		lb	
	510	CITRIC ACID	785	lb	40035
	7	COBALT SULFATE (Monohydrate)	680	lb	4760
	745	COBRATEC 99, Powder	599	lb	44555
	1499	COBRATEC 99F (Flake)	596	lb	89340
	1686	COCONUT OIL	37	lb	62382
		COLLOID PCC-100N (Obsolete)			
		CYCLOCHEN GMS		lb	
	927	CYCLOHEXYLAMINE	122	lb	113094
	68	CARSONAM DC Do Not extend		lb	
	55gal	CH-27 MAGNETIC FLUID	723	gal	39765
Page Total					67413205
					3930529

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CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			
		FORMALIN		lb	
6275		FOSTERAGE H	109	lb	6839.75
		FOSTERAGE W		lb	
8729		FOSTEX AMP	74	lb	6459.46
1779		FOSTEX P	1065	lb	62236.49
53		FOSTEX S	119	lb	6307.
		FORMALDEHYDE		lb	
		GLASSY PHOSPHATE (See PHOSPHATE PEARLS)			
1857		GLYCOL ETHER EB	415	lb	770.66
385		GOODRITE K-732	80	lb	3132.00
475		GOODRITE K-739	154	lb	731.50
2140		GOODRITE K-752	120	lb	6568.00
		GOODRITE SODIUM MBT (SEE NACAP)		lb	
		HAMPENE EDTA Na <sub>4</sub> (See EDTA Na <sub>4</sub> SODIUM SALT)			
		HAMPENE NTA Na <sub>3</sub>		lb	
		HERCOFLOC		lb	
		HEXALINE GLYCOL		qt	
		HEXAMETAPHOSPHATE (See SODIUM HEXAMETAPHOSPHATE)			
		HI SIL #233 (Obsolete)			
		HYAMINE 3500, 80% (See MAQUAT 1412, 80%)			
143		HYDRAZINE	130	lb	15590
8981		HYDROCHLORIC ACID, 30-33% (9.7# / Gal. Density)	09	lb	80829
		HYFLOW, SUPER CEL (Obsolete)			
45		HYSTRENE 4516 (T-45)	58	lb	2610
		HYSTRENE 7018 (Obsolete)			
64 x		HYSTRENE 4515 Do Not Extend			
Page Total					2323517 7545608

CHECK	QUANTITY	DESCRIPTION	✓	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD				74451
		IGEPAL CA 630			lb	
15820		ISOPROPYL ALCOHOL, 99% (6.55#/Gal. Den)		33	lb	522060
					gal	
		KELTEX (Obsolete)				
		KELZAN (Obsolete)				
		KOH, 50% <i>See Johnson &amp; Johnson</i>			lb	
31		LANOLIN		85	lb	2635
610		LAS-99		62	lb	36905
793		LITHIUM HYPOCHLORITE		1356	lb	107531
302		MAGNESIUM OXIDE		31	lb	9362
		MAQUAT 1412			lb	
221		MAQUAT 2525		163	lb	36512
502		MARACEL XE <i>Do not extend</i>			lb	
362		MARASPERSE N		36	lb	13032
670		MAZU DF 210 SX		122	lb	81740
		MERCAPTO BENZO THIOZOLE (MBT) (Obsolete)				
65		METHOCEL F <sub>4</sub> M		207	lb	13455
40		METHYL PARASEPT		330	lb	13200
360		METHYL SALICYLATE		124	lb	44640
295		METHYLENE CHLORIDE <i>Do not extend</i>			lb	
		METSO #20 Regular (Obsolete)				
		METSO ANHYDROUS			lb	
		METSO-REGULAR			lb	
34		MAG. OX <i>Do not extend</i>				
Page Total						881072
						8526080

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			67-26200
		MINERAL OIL, Light		lb	
	270	MINERAL SPIRITS 20	28	lb	5940
				gal	
	1270	MOLYBDIC OXIDE	548	lb	695760
		MONATERIC CEM-38		lb	
		MONOSODIUM PHOSPHATE, ANH. (Obsolete)			
	1410	MORPHOLINE	99	lb	139590
		MURIATIC ACID (8.33#/Gal. Density)		lb	
				gal	
	10	MEK	835		8350
		NABE-M		lb	
	5415	NACAP	51	lb	276165
	717-	NITRENE C	77	lb	55209
	545	NITRENE C "EXTRA"	64	lb	34880
		OCTADECYLAMINE (Obsolete)			
	1746	ORZAN LS	15	lb	26190
		PACOTAN (Obsolete)			
	1201	PAMAK W-4	235	lb	28224
		PBS-AM		lb	
		PCC-100 N (Obsolete)			
Page Total					11270503 97315788

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			
		PENNAD 150 (Diethylaminoethanol)		1b	
600		PERCOL #727	305	1b	18300
1090		PERCOL #728	300	1b	31500
		PETRO 98 (Obsolete)			
250		PETRO AD SPECIAL	74	1b	18500
64		PETRO AG SPECIAL	865	1b	5536
70		PETRO BA <i>DO NOT LIST</i>		1b	
		PETROLEUM NAPHTHA (See CHARTER'S SOLVENT #2)			
		PHENOLPHTHOLEIN (Technical)		1b	
250		PHOSPHATE PEARLS	100	1b	24500
1094		PHOSPHORIC ACID, FG - 75%	35	1b	38290
1359		, Technical - 75%	35	1b	47565
		PHTHALIC, ANDRIDE (Obsolete)			
		PLURONIC F-68LF (Obsolete)			
		POLYFLO 100 LETDOWN		1b	
470		POLYFLO 122 LETDOWN <i>DO NOT LIST</i>		1b	
457		POLYMER ASE-108	52	1b	23764
		POLYOX (Obsolete)			
		POLYRAD 1110A (Obsolete)			
		POLYRAD 1505 (Obsolete)			
		POTASSIUM ALUM (Obsolete)			
		POTASSIUM BICHROMATE (Obsolete)			
14358		POTASSIUM HYDROXIDE - 50%	20	1b	387163
6160		POTASSIUM PERMANGANATE, Liquid	132	1b	81300
				gal	
		POTASSIUM PERMANGANATE, USP		1b	
457		PROPYLENE GLYCOL (Obsolete)			
94		PVP-15	396	1b	37224
1600		PURIFLOC A-23	345	1b	55200
		QUEBRACHO (Obsolete)			
Page Total					2599959
					1237547

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CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			13-12521
		SODIUM SACHRIN SOLUBLE POWDER (Obsolete)			
	275	SODIUM SILICATE "N"	165	1b	1838
	293	SODIUM STEARATE	825	1b	25931
	123	SODIUM SULFATE, Anhydrous	09	1b	1107
	783	SODIUM SULFITE, Photo Grade	27	1b	21141
	6650	SODIUM SULFITE, Technical	27	1b	178050
	872	SODIUM TRIPOLYPHOSPHATE, Food Grade	55	1b	17960
	2550	SODIUM TRIPOLYPHOSPHATE, Technical	42	1b	107100
		STERICIDE (Obsolete)			
		SULFAMIC ACID - CRYSTAL (DuPont)		1b	
	12,250	SULFAMIC ACID - CRYSTAL (Japanese)	34	1b	416500
	1968	SULFAMIC ACID - GRANULAR (DuPont)	47	1b	92496
	130	SULFURIC ACID	2	1b	780
		SURFYNOL 82 (Obsolete)			
	856	SODIUM NITRATE (Industrial)	19	1b	16264
	4657	SODIUM NITRITE (Food Grade)	34	1b	158331
	6x17#	Fused Sod. Bisulfate FREE			
	93	Sod. Chlorate FREE SAMPLE			
		TALL OIL FATTY ACID		1b	
		TARTRAZINE CONCENTRATE		1b	
	244	TETRA POTASSIUM PYROPHOSPHATE (TKPP)	205	1b	121260
		TETRA SODIUM PYROPHOSPHATE (TSPP)		1b	
	1122	TRIBUTYL PHOSPHATE (TBP)	202	1b	226044
	1863	TRIBUTYL TIN OXIDE (TBO)	807	1b	1099941
	10	TRIETHANALAMINE (TEA)	135	1b	1350
		TRISODIUM PHOSPHATE, Anhydrous (TSP)		1b	
		TRITON X-100 (See VWR 8N9)			
		TRITON X-200 (Obsolete)			
Page Total					2544550

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## OBSOLETE RAW MATERIALS (PAGE 11)

BALANCE FORWARDED \$

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			
		MERCAPTO BENZO THIOZOLE (MBT)		Lb	
		METSO #20 REGULAR		Lb	
		MONOSODIUM PHOSPHATE, ANHY.		Lb	
		OCTADECYLAMINE		Lb	
		PACOTAN		Lb	
		PHTHALIC ANHYDRIDE		Lb	
		PETRO 98		Lb	
		PLURONIC F-68LF		Lb	
		POLYOX		Lb	
		POLYRAD 1505		Lb	
		POTASSIUM ALUM		Lb	
		POTASSIUM BICHROMATE		Lb	
		PROPYLENE GLYCOL		Lb	
		QUEBRACHO		Lb	
		RETEN A-1		Lb	
		PAGE TOTAL			

BALANCE FORWARDED \$

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			
		SALT, SOLAR COURSE		Lb	
		SEPARAN AP30		Lb	
		SODIUM SACHRIN SOLUBLE POWDER		Lb	
		SODIUM SILICATE		Lb	
		SODIUM SULFITE, FOOD GRADE		Lb	
		STERICIDE		Lb	
		SURFYNOL 82		Lb	
		TRITON X-200		Lb	
		UNICOR LHS		Lb	
		UNICOR PSC		Lb	
		VERSENE ACID		Lb	
		PAGE TOTAL			

DATE

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## INVENTORY

WATER SERVICES DIVISION

PAGE

SHEET NO.

PRICED BY

Peggy Beall

CALLED BY Dave Shell

DEPARTMENT

FINISHED GOODS

EXTENDED BY

ENTERED BY Dave Shell

LOCATION

BURBANK

EXAMINED BY

EASH

CHECK	QUANTITY	DESCRIPTION	✓	PRICE	UNIT	EXTENSIONS
WT-110	5	A-90 per gallon (55s)		123 98	gal	
	4	BP-25 (30s)		71 22	gal	358 65
		( 5s)		12 99	gal	51 96
		(4/1s)x4		13 18	gal	
		( 1s)		3 30	gal	
					lb	
					blk	
WT-100		A-90 SPECIAL per gallon (55s)			gal	
		(30s)			gal	
		( 5s)			gal	
					lb	
					blk	
WT-130	8	ALL-MET DESCALER per pound 425#		194 04	lb	
		100#		50 70	lb	
		50#		24 02	lb	176 16
		25#		13 16	lb	
					lb	
					blk	
LC-101	2	ALU-KLEEN per gallon (55s)		74 83	gal	
		(30s)		47 40	gal	
		( 5s)		8 85	gal	
		(4/1s)x4		7 16	gal	14 32
		( 1s)		1 29	gal	
					lb	
					blk	
WT-133		ANTIFOAM SL per gallon (55s)		64 62	gal	
		(30s)		39 61	gal	
		( 5s)		7 63	gal	
		(4/1s)x4		8 87	gal	
		( 1s)		2 22	gal	
					lb	
					blk	
AMOUNT FORWARD						615 99

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
		AMOUNT FORWARD			
-109		AUTO CLAVE per gallon ( 5s)	15 85	gal	
		(4/1s)x4	12 92	gal	
		( 1s)	3 27	gal	
				lb	
				blk	
-191	2	B-83 per gallon (55s)	98 77	gal	197 96
		(30s)	58 03	gal	
	4	( 5s)	10 76	gal	45 04
				lb	
				blk	
-190	15	B-85P per gallon (55s)	12 25	gal	183 75
	2	(30s)	38 40	gal	76 84
	6	( 5s)	6 54	gal	39 24
				lb	
				blk	
-223		B-85P EXPORT ONLY per gallon (55s)		gal	
		(30s)		gal	
		( 5s)		gal	
				lb	
				blk	
-102	6	B-85V per gallon (55s)	73 47	gal	440 82
		(30s)	44 00	gal	
	5	( 5s)	7 47	gal	37 35
				lb	
				blk	
-109		BP-25 per gallon (55s)		gal	
		See A-90 (30s)		gal	
		( 5s)		gal	
		(4/1s)x4		gal	
		( 1s)		gal	
				lb	
				blk	
Page Total					1178 41 00
					124 01 09



QTY	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
		AMOUNT FORWARD			231.77
-108		BP-50 per gallon (55s)		gal	
		(30s)		gal	
		( 5s)		gal	
				lb	
				blk	
		BRINE CORROSION CONTROL (SEE WT-168, K-72)			
-237		BULLDOZER per gallon (55s)	70 67	gal	
	1	(30s)	42 59	gal	42 59
	1	( 5s)	8 16	gal	8 16
		(4/1s) x 4	9 27	gal	
	1	( 1s)	2 32	gal	2 32
				lb	
				blk	
-184		CLT-35 per gallon (55s)	211 68	gal	
		(30s)	119 85	gal	
		( 5s)	21 01	gal	
		(4/1s)		gal	
		( 1s)		gal	
				lb	
				blk	
-185		CLT-40 per gallon (55s)	163 20	gal	
	1	PL-770 (30s)	93 35	gal	9 335
		( 5s)	16 61	gal	
		(4/1s) x 4		gal	
		( 1s)		gal	
				lb	
				blk	
-187	6	CLT-50 per gallon (55s)	137 54	gal	825 24
	2	(30s)	78 96	gal	157 92
	6	( 5s)	13 33	gal	79 98
		(4/1s) x 4		gal	
		( 1s)		gal	
				lb	
				blk	
				Page Total	1361 165

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	AMOUNT
		AMOUNT FORWARD			3510.65
-175		CLT-60 per gallon (55s)	12.22	gal	
		(30s)	110.47	gal	
		( 5s)	19.15	gal	
		(4/1s)x4	8.34	gal	
		( 1s)		gal	
				lb	
				blk	
WT-252	2	CLT-66 per gallon (55s)	180.71	gal	361.42
		(30s)	102.65	gal	
	1	( 5s)	11.30	gal	11.30
		(4/1s)x4		gal	
		( 1s)		gal	
				lb	
				blk	
---COOLING WATER CONTROL, SEE KP-70, WT-116---					
WR-244		D-84 per gallon (55s)	19.39	gal	
		(30s)	112.77	gal	
	1	( 5s)	19.00	gal	19.00
		(4/1s)x4		gal	
		( 1s)		gal	
	943		3.11	lb	
				blk	368.71
T-153	<del>X</del>	DB-31 per pound 425#		lb	
		PL-970 100#		lb	
		50#		lb	
		25#		lb	
				lb	
				blk	
T-154	<del>X</del>	DB-33 per gallon (55s)		gal	
		PL-972 (30s)		gal	
		( 5s)		gal	
		(4/1s)x4		gal	
		( 1s)		gal	
				lb	
				blk	
Page Total					7144.43
					3517.08

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
		AMOUNT FORWARD			
-232	2	DESCALER 60 per gallon ( 5s)	23 48	gal	
		(4/1s) x 4	21 50	gal	
		( 1s)		gal	
	950			lb	
			378	blk	37810
WT-146	36	DESCALER G per gallon ( 5s)	805	gal	28980
	7	(4/1s) x 4	917	gal	6419
	13	( 1s)	229	gal	2917
				lb	
				blk	
		DPL-5100 531.85# (55s)		lb	
		290.10# (30s)		lb	
		48.35# ( 5s)		lb	
		38.68# (4/1s)		lb	
		9.67# ( 1s)		lb	
				lb	
				blk	
		DPL-5115 425#		lb	
		100#		lb	
		50#		lb	
		25#		lb	
				lb	
				blk	
		DPL-5150 510.00# (55s)		lb	
		278.00# (30s)		lb	
		46.40# ( 5s)		lb	
		37.12# (4/1s)		lb	
		9.28# ( 1s)		lb	
				lb	
				blk	
		DPL-5210 560.00# (55s)		lb	
		306.00# (30s)		lb	
		50.90# ( 5s)		lb	
		40.72# (4/1s)		lb	
		10.18# ( 1s)		lb	
				lb	
				blk	
Page Total					120982
					15118590



CHECK	QUANTITY	DESCRIPTION	PRICE	AMOUNT
AMOUNT FORWARD				
-113	230	E-57V per pound 300#	119 52	1b
		85#	42 60	1b
		30#	15 65	1b
			3 38	1b
				blk
WT-251	X	E-59 per pound 300#		1b
		see IPL-570 75#		1b
				1b
				blk
WT-275	5	#899 SYSTEM CLEANER Per. gallon (55s)	88 25	gal
		(30s)	52 04	gal
	2	( 5s)	8 79	gal
		(4/1s)x4	10 68	gal
	3	( 1s)	2 57	gal
				1b
				blk
WT-120		F-44 per pound 300#		1b
		see IPL-950 75#		1b
		30#		1b
				1b
				blk
WT-148	X	F-91G per pound 425#		1b
		IPL-330 100#		1b
		50#		1b
		25#		1b
				1b
				blk
WT-263	1	FORMULA NO. 870 per gallon (55s)	191 04	gal
		(30s)		gal
		( 5s)		gal
	23	(4/1s)x4	16 23	gal
	5	( 1s)	4 06	gal
	520			1b
				blk
Page Total			1133 31 25	
			1651 91 75	

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	AMOUNT
		AMOUNT FORWARD			
264	3	FORMULA NO. 875 per gallon (55s)	74 20	gal	222 60
	2	(30s)	44 17	gal	88 34
	1	( 5s)	7 56	gal	7 56
		(4/1s)x4	9 63	gal	
		( 1s)		gal	
	168		15	lb	2520
WT-260	4	FORMULA NO. 877 per gallon (55s)	159 10	gal	636 40
		(30s)	90 88	gal	
	1	( 5s)	16 26	gal	16 26
		(4/1s)x4		gal	
		( 1s)		gal	
				lb	
				blk	
WT-265	2	FORMULA NO. 880 per gallon (55s)	138 58	gal	277 16
		(30s)	79 65	gal	
		( 5s)	14 32	gal	
		(4/1s)x4	14 15	gal	
		( 1s)	3 54	gal	
	94			lb	2251
				blk	
WT-262		FORMULA NO. 883 per gallon (55s)	109 95	gal	
		(30s)	64 11	gal	
	5	( 5s)	11 75	gal	58 25
		(4/1s)x4	16 15	gal	
	1	( 1s)	3 04	gal	3 04
				lb	
				blk	
WT-261	2	FORMULA NO. 885 per gallon (55s)	118 74	gal	237 48
		(30s)	68 70	gal	
	1	( 5s)	11 61	gal	11 61
		(4/1s)x4	12 21	gal	
	3	( 1s)	3 23	gal	9 69
	192			lb	4992
				blk	
Page Total					11616 36
					181 87 05

ITEM	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
		AMOUNT FORWARD			
270	4	FORMULA NO. 890 per gallon (55s)	94 97	gal	379 08
	2	L-94 (30s)	55 58	gal	111 16
	7	(5s)	9 36	gal	65 52
		(4/1x)x4	11 11	gal	
		(1s)	2 78	gal	
				lb	
				blk	
20		FSL-4115 per pound <sup>25#</sup> (3 1/2 gals)	18 91	lb	379 60
		See K-87 18 L-115		lb	
				blk	
		FSL-4117 per pound <sup>25#</sup> (3 1/2 gals)	21 22	lb	
				lb	
				blk	
7		FSL-4167 per gallon (5 gals)	18 44	gal	129 87
				lb	
				blk	
		FSL-4217 per gallon (5 gals)	23 02	gal	
				lb	
				blk	
13		FSL-4227 per gallon (5 gals)	29 82	gal	287 65
		2 x 55 10.18 397 F Buck 51		lb	620 56
				blk	226 29
25		FSL-4260 per gallon (5 gals)	11 17	gal	279 25
				lb	
				blk	
		FSL-4290 per gallon <sup>55gal</sup> (5 gals)	27 50	gal	
				lb	
				blk	
1		FSL-4299 per gallon (5 gals)	120	gal	120
				lb	
				blk	
		FSL-4337 per pound <sup>25#</sup> (3 1/2 gals)	14 83	lb	
				lb	
				blk	
		FSL-4350 4357 per gallon (5 gals)	8 18	gal	
				lb	
				blk	
		FSL-4397 per pound <sup>5gal</sup> (3 1/2 gals)	39 69	lb	
				lb	
				blk	
		FSL-4530 per gallon (5 gals)		gal	
				lb	
				blk	
19		FSL-4537 (Modified) per gallon (5 gals)	8 31	gal	157 89
				lb	
				blk	
Page Total					2714 359
					1057 134

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			
	16	FSL-4547 per gallon (5 gals)	12 91	gal	203 56
	135		79	lb blk	39 15
		FSL-4650 per gallon (5 gals)	7 63	gal	
				lb blk	
	6	FSL-4690 per pound (35 gals)		lb	
				lb blk	
		FSL-4696			
	19	FSL-4697 per pound (35 gals)	8 43	lb	140 17
	→ 1X100		28 77	lb blk	25 77
	7	FSL-4721 per gallon (5 gals)	31 22	gal	217 14
	294		79	lb blk	217 56
		FSL KP-1 per gallon (5 gals)		gal lb blk	
		FSL M-40 ALGAECIDE per gallon (5 gals)		gal lb blk	
	28	FSL 4357 4X1	110 4	CS	307 12
	11	5	81 8	S	89 98
	432	Bulk	15 4		64 80
	456	FSL 4280 Bulk lb	83		378 48
Page Total					1171 11 73
					1225 91 07



HECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
		AMOUNT FORWARD			
137		G-14, STEAM TREAT. per gallon (55s)	77 61	gal	
		(30s)		gal	
		( 5s)	8 80	gal	
		(4/1s)x4		gal	
		( 1s)		gal	
				lb	
				blk	
-103		G-30 per gallon (55s)	177 58	gal	
		(30s)	108 96	gal	
	2	( 5s)	17 91	gal	35 88
		(4/1s)x4	17 00	gal	
		( 1s)	4 25	gal	
				lb	
				blk	
-250		G-OXY-15 per gallon (55s)		gal	
		(30s)		gal	
		( 5s)		gal	
		(4/1s)x4		gal	
		( 1s)		gal	
				lb	
				blk	
0-100	12	HAND LOTION, per gallon (4/1s)x4	9 28	gal	111 36
		COSMEDIC ( 1s)	2 37	gal	
		per case (24/8-oz)	9 45	cs	
		(1 btl)	59	8-oz.	
				lb	
				blk	
0-188		ICE MACHINE CLNR per gallon ( 5s)		gal	
	3	(4/1s)x4	23 90	gal	71 70
		( 1s)	5 97	gal	
		(24/8-oz)	15 50	cs	
	5	(1 btl)	65	8-oz.	325
	180		58	lb	10440
				blk	
Page Total					326 59
					129145 66

CHECK	QUANTITY	DESCRIPTION		PRICE	UNIT	EXTENSION
		AMOUNT FORWARD				1272.06
		IPL-115	Per Pound 425#	292.90	lb	
		K-87	400#	276.15		
			100#	73.96	lb	
			50#	35.65	lb	
			25#	18.98	lb	
					lb	
					blk	
1		IPL-150	510.00# ( 55s)	217.64	lb	217.64
			278.00# ( 30s)	122.91	lb	
			( 5s)	21.15	lb	
					lb	
					blk	
12		IPL-160	528.00# ( 55s)	260.08	lb	3120.96
4			288.00# ( 30s)	145.66	lb	582.64
3			( 5's)	24.02		72.06
216			Roll	49		10584
					lb	
					lb	
					blk	
6		IPL-162	490.00# ( 55s)	142.19	lb	853.14
6			267.00# ( 30s)	81.47	lb	488.82
					lb	
					blk	
Page Total						15414.16
						184714.76

K	QUANTITY	DESCRIPTION		PRICE	UNIT	EXT. DGS
		AMOUNT FORWARD				1840 7/6
	2	IPL-100	560.00# (55s)	263 66	lb	527 32
	2		306.00# (30s)	147 81	lb	295 62
			50.90# (5s)	25 57	lb	
			40.72# (4/1s)		lb	
			10.18# (1s)		lb	
224				50	lb lb blk	11/2 0
		IPL-110	750.00# (55s)		lb	
			409.00# (30s)		lb	
			68.20# (5s)		lb	
			54.56# (4/1s)		lb	
			13.64# (1s)		lb	
105				58	lb blk	6270
4		IPL-200	509.00# (55s)	101 23	lb	404 52
3			278.00# (30s)	59 15	lb	177 45
2			46.25# (5s)	10 04	lb	200 8
			37.00# (4/1s)		lb	
			9.25# (1s)		lb lb blk	
18		IPL-210	560.00# (55s)	183 87	lb	2206 44
1		KPCA	306.00# (30s)	104 31	lb	104 36
			50.90# (5s)		lb	
			40.72# (4/1s)		lb	
			10.18# (1s)		lb	
184				35	lb lb blk	6440
		IPL-215	493.00 (55s)	154 18	lb	
			269.00# (30s)	87 78	lb	
3			44.80# (5s)	14 84	lb	44 52
			35.84# (4/1s)		lb	
			8.96# (1s)		lb lb blk	
Page Total						14018 61

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			
		IPL-220	555.00# (55s)	302 14 lb	
			303.00# (30s)	168 85 lb	
			50.45# ( 5s)	lb	
			40.36# (4/1s)	lb	
			10.09# ( 1s)	lb	
				lb	
				blk	
4		IPL-250	540.00# (55s)	289 05 lb	836 20
			295.00# (30s)	117 97 lb	
1			49.10# ( 5s)	19 85 lb	119 85
			39.28# (4/1s)	lb	
			9.82# ( 1s)	lb	
				lb	
				blk	
		IPL-260	506.00# (55s)	lb	
			276.00# (30s)	lb	
			46.00# ( 5s)	lb	
			36.80# (4/1s)	lb	
			9.20# ( 1s)	lb	
				lb	
				blk	
4		IPL-270	516.00# (55s)	285 98 lb	1143 92
			281.00# (30s)	159 98 lb	
3			46.90# ( 5s)	550 18 lb	82 50
			37.52# (4/1s)	lb	
			9.38 ( 1s)	lb	
106				55 lb	
				blk	58 30
		IPL-280	486.00# (55s)	400 17 lb	
			265.00# (30s)	222 61 lb	
5			44.20# ( 5s)	38 07 lb	190 35
			35.36# (4/1s)	lb	
			8.84 ( 1s)	lb	
				lb	
				blk	
Page Total					2331 12

[illegible]

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARDED			2837.5
		IPL-440 455.00# (55s)		1b	
		<del>(Discontinued)</del> 248.00# (30s)		1b	
3		42.00# (5s)	36 12	1b	1083
		33.08# (4/1s)		1b	
		8.27# (1s)		1b	
599			81	1b blk	491 18
		IPL-450 525.00# (55s)	326 7	1b	
		M-55 287.00# (30s)	195 82	1b	
31		48.00# (5s)	53 85	1b	1045 42
		38.24# (4/1s)	29 65	1b	
3		9.56# (1s)	7 41	1b	22 23
909			62	1b blk	56358
5		IPL-480 506.00# (55s)	282 80	1b	1414 78
		M-77 276.00# (30s)	172 41	1b	
		46.00# (5s)	27 87	1b	
		(4/1s)	26 81	1b	
		(1s)	6 70	1b	
				1b blk	
		IPL-484 533.00# (55s)	335 34	1b	
1		291.00# (30s)	186 88	1b	186 88
		48.45# (5s)		1b	
		38.76# (4/1s)		1b	
		9.69# (1s)		1b	
				1b blk	
6		IPL-485 578.00# (55s)	343 33	1b	2059 97
		315.00# (30s)	204 99	1b	
		52.55# (5s)		1b	
		52.04# (4/1s)		1b	
		10.51# (1s)		1b	
				1b blk	
Page Total					5574 65

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CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			
	12	IPL-542	481.25# (55s)	100 45	1b
			262.50# (30s)	58 44	1b
	1		43.75# (5s)	9 86	1b
			35.00# (4/1s)		1b
			8.75# (1s)		1b
					1b
					blk
		IPL-550	517.00# (55s)		1b
			282.00# (30s)		1b
			47.00# (5s)		1b
			37.60# (4/1s)		1b
			9.40# (1s)		1b
					1b
					blk
		IPL-557	586.85# (55s)	330 79	1b
			320.10# (30s)	184 43	1b
	4		53.35# (5s)	31 03	1b
			42.68# (4/1s)		1b
			10.67# (1s)		1b
					1b
					blk
		IPL-558	519.75# (55s)	213 58	1b
			283.50# (30s)	120 67	1b
			47.25# (5s)		1b
			37.80# (4/1s)		1b
			9.45# (1s)		1b
					1b
					blk
	1	IPL-559	491.15# (55s)	123 86	1b
			267.90# (30s)	71 71	1b
			44.65# (5s)		1b
			35.72# (4/1s)		1b
			8.93# (1s)		1b
					1b
					blk
	2	IPL-542	55	148 65	
	1		30	85 13	
192		BW2		31	Page Total

340150

10236

786

12412

13386

38730

5513

5992

1912519



CK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			
		IPL-570 per pound 300#	112 51	lb	
		75#	56 65	lb	
273			65	lb	
			65	blk	17.1 99
		IPL-572 per pound 300#	230 16	lb	
		75#	66 97	lb	
48			11	lb	
			11	blk	3 3/4
4		IPL-600 506.00# (55s)	126 06	lb	504 26
3		276.00# (30s)	72 78	lb	218 36
4		46.00# (5s)	12 26	lb	49 04
		36.80# (4/1s)		lb	
		0.20# (1s)		lb	
404			26	lb	
			26	blk	12 04
		IPL-605 502.15# (55s)		lb	
		(Formerly IPL-540D) 273.90# (30s)		lb	
		45.65# (5s)		lb	
		36.52# (4/1s)		lb	
		9.13# (1s)		lb	
				lb	
				blk	
		IPL-640 459.80# (55s)	120 23	lb	
		250.80# (30s)	69 67	lb	
2		41.80# (5s)	12 35	lb	21 70
		33.44# (4/1s)		lb	
		8.36# (1s)		lb	
				lb	
				blk	
		IPL-650 650.10# (55s)	161 96	lb	
2	Supplement B	354.60# (30s)	92 4	lb	181 84
2		59.10# (5s)	17 39	lb	34 78
		47.28# (4/1s)	15 91	lb	
		11.82# (1s)	3 78	lb	
30			21	lb	
			21	blk	8 40
		Page Total			1133 33

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			
		IPL-652 (55s)		1b	
1		(30s)	54.22	1b	54.22
		( 5s)		1b	
		(4/1s)		1b	
		( 1s)		1b	
386			17	1b blk	60.52
		IPL-665 per pound 400#	160.55	1b	
		100#	49.54	1b	
		50#	23.30	1b	
				1b blk	
		IPL-670 per pound 425#	245.20	1b	
		100#	67.39	1b	
		50#	32.22	1b	
				1b blk	
5		IPL-672 541.75# (55s)	174.10	1b	570.50
		295.50# (30s)	99.07	1b	
		49.25# ( 5s)	17.52	1b	
		39.40 (4/1s)		1b	
		9.85# ( 1s)		1b	
395			32	1b blk	126.40
		IPL-690 per pound 425#	145.16	1b	
1		See Supp SW 100#	43.85	1b	43.85
19		50#	20.15	1b	253.55
2		25#	10.25	1b blk	20.50
		IPL-692 574.20# (55s)		1b	
		See Supp SW 313.20# (30s)		1b	
		52.20# ( 5s)		1b	
		41.76# (4/1s)		1b	
		10.44# ( 1s)		1b	
				1b blk	
Page Total					1564.24

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			471.32
		IPL-693 per Pound 425#	142.56	1b	
		Supplanted SM 100#	43.23	1b	
		50#	20.14	1b	
				blk	
		IPL-694 508.75# (55s)		1b	
		See Supplanted SM 277.50# (30s)		1b	
		46.25# (5s)		1b	
		37.00# (4/1s)		1b	
		9.25# (1s)		1b	
				blk	
		IPL-695 (55s)	1663.72	1b	
		255.00# (30s)	348.12	1b	
		(5s)		1b	
		(4/1s)		1b	
		(1s)		1b	
				blk	
136			129	1b	175.44
		IPL-710 463.65# (55s)	685.42	1b	
1		252.90# (30s)	159.73	1b	159.73
		42.15# (5s)		1b	
		33.72# (4/1s)		1b	
		8.43# (1s)		1b	
				blk	
		IPL-720 445.50# (55s)	243.59	1b	
1		243.00# (30s)	136.65	1b	136.65
		40.50# (5s)		1b	
		32.40# (4/1s)		1b	
		8.10# (1s)		1b	
				blk	
Page Total:					471.32

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			41215.22
		IPL-730	434.50# (55s)	17 lb	
			237.00# (30s)	23 lb	
			39.50# (5s)	1b	
			31.60# (4/1s)	1b	
			7.90# (1s)	1b	
				1b	
				blk	
8		IPL-740	445.50# (55s)	41 lb	183328
2			243.00# (30s)	19 lb	26435
1			40.50# (5s)	39 lb	2039
			32.40# (4/1s)	1b	
			8 10# (1s)	1b	
197				1b	
				blk	10441
		IPL-750	442.75# (55s)	31 lb	
			241.50# (30s)	30 lb	
3			40.25# (5s)	45 lb	4635
			32.20# (4/1s)	1b	
			8.05# (1s)	1b	
228				1b	
				blk	7770
X		IPL-770	449.90# (55s)	1b	
		See CLT-48	245.40# (30s)	1b	
			40.90# (5s)	1b	
			32.72# (4/1s)	1b	
			8.18# (1s)	1b	
				1b	
				blk	
		IPL-900	378.00# (55s)	95 lb	
		Puro Plus 10	(30s)	1b	
			35.00# (5s)	56 lb	
			(4/1s)	1b	
			(1s)	1b	
				1b	
				blk	
Page Total					23715.51

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
		AMOUNT FORWARD			
	IPL-805		334	39	100#
	IPL-822		359	39	100#
	IPL-824		319	39	100#
	IPL-860	SS	350	46	
Page Total:					

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			426.75
		IPL-920 399.85# (55s)	191	27 lb	
		218.10# (30s)		1b	
1		36.35# (5s)	20	50 lb	50.50
		29.08# (4/1s)		1b	
		7.27# (1s)		1b	
				1b	
				blk	
		IPL-950 per pound 300# 425#	184	20 lb	
		F-44 75# 100#	55	45 lb	
		30# 50#	22	15 lb	
				1b	
				blk	
3		IPL-970 per pound 425#	267	13 lb	801.37
1		DB-31 100#	72	55	72.55
3		50#	34	80 lb	101.40
225				73 lb	164.25
				blk	
		IPL-972 532.95# (55s)	96	37 lb	
		DB-33 190.70# (30s)	56	41 lb	
11		48.45# (5s)	9	57 lb	105.77
		38.76# (4/1s)	11	24 lb	
2		9.69# (1s)	28	1 lb	56.2
				1b	
				blk	
		IPL-2500 563.20# (55s)		1b	
		307.20# (30s)		1b	
		51.20# (5s)		1b	
		40.96# (4/1s)		1b	
		10.24# (1s)		1b	
				1b	
				blk	
Page Total					1273.98

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HECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			
15	11	KP-60 per gallon (55s)	113 77	gal	125388
		(30s)	66 20	gal	
		( 5s)	11 17	gal	
		(4/1s)x4		gal	
		( 1s)		gal	
		lb		blk	
-225	X	KPCA per gallon (55s)		gal	
		See 1PL-210 (30s)		gal	
		( 5s)		gal	
		(4/1s)x4		gal	
		( 1s)		gal	
		lb		blk	
-105		L-70 per gallon (55s)		gal	
		See 101-310 (30s)		gal	
		( 5s)		gal	
		(4/1s)x4		gal	
		( 1s)		gal	
		lb		blk	
-165	X	L-92 per gallon (55s)		gal	
		(30s)		gal	
		( 5s)		gal	
		(4/1s)x4		gal	
		( 1s)		gal	
		lb		blk	
-248	1	L-94 per gallon (55s)	94 77	gal	9477
		See 1/2 <del>1/2</del> (30s)		gal	
	1	<del>8-21</del> ( 5s)	9 36	gal	936
		(4/1s)x4		gal	
		( 1s)		gal	
		lb		blk	
	1	KP42 ( 5)	14 84		1484
	56	Bulk	31		1736
Page Total					139022

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CHECK	QUANTITY	DESCRIPTION	✓	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD				67.24
		-----PHOSPHATE PEARLS, SEE K-25, WT-186-----				
MS-106		PLASTI-LUBE per gallon (55s)			gal	
		(30s)			gal	
		( 5s)			gal	
	2	(4/1s)x4		11 56	gal	23 12
		( 1s)			gal	
	38			34	lb blk	12 92
WT-126	X	PYRO-PLUS 10 per gallon (55s)			gal	
		See IPL-900 ( 5s)			gal	
					lb blk	
WT-127	X	PYRO-PLUS 20 per gallon (55s)			gal	
		See IPL-920 ( 5s)			gal	
					lb blk	
MS-108	30	RUST GUARD <i>Per lb</i> per case (12/16-oz)		11 76	cs	350 80
		per can			ea	
WT-158		S.E. DEFOAMER per gallon (55s)			gal	
		(30s)			gal	
		( 5s)			gal	
		(4/1s)x4			gal	
	9	Per case (12/8-oz)		16 56	cs	149 04
	7	Per Bottle (8-oz)		1 38	8- oz lb blk	9 66
SH-100		SHAMPOO, #225 PLAIN (For Formulas Only)			lb blk	
SH-105	30	SHAMPOO BASE-- Per Gal. 100 Gals.			gal	
	230	FOR GLORY SHAMPOO			lb blk	
		<i>190 not given</i>				
Page Total						747 54

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CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
		AMOUNT FORWARD			672.10
		SPL-1780 per gallon (55s)		Gal	
		(30s)		Gal	
		( 5s)		Gal	
		See 310 1 PL-31			
				lb blk	
		SPL-1901 per gallon (55s)		Gal	
		(30s)		Gal	
		( 5s)		Gal	
		(4/1s)		Gal	
		( 1s)		Gal	
				lb blk	
		SPL-2692 per gallon (55s)		Gal	
		(30s)		Gal	
		( 5s)		Gal	
		See DEF 1662			
				lb blk	
3		SPL-1215 55	163.17		489.51
5		5	16.25		81.25
1		SPL-1760 55	118.50		118.50
126		SPL 1091 per gallon			
Page Total					620.32

CHECK	QUANTITY	DESCRIPTION	✓	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD				
		SPL-1201 (9.75°) 536.25# (55s)		295 91	lb	
		292.50# (30s)		165 72	lb	
					lb	
					blk	
		SPL-1202 (9.57°) 526.35# (55s)		248 47		
		287.10# (30s)		139 76	lb	
					lb	
					blk	
		SPL-1220 per gallon (55s)			gal	
		(30s)			gal	
					lb	
					blk	
		SPL-1312 per gallon (55s)			gal	
		(30s)			gal	
					lb	
					blk	
-----STEAMLINE TREATMENT, SEE G-14, WT-137-----						
MS-110		STERI-CLAVE per case (12/8-oz)			cs	
		per bottle			8-oz.	
					lb	
					blk	
WT-125		SUPPLEMENT B per gallon (55s)			gal	
		See SPL-650 (30s)			gal	
		( 5s)			gal	
		(4/1s)x4			gal	
		( 1s)			gal	
					lb	
					gal	
				Page Total		



CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			4349.32
132		SUPPLEMENT C per gallon (55s)	91 95	gal	
		(30s)	54 22	gal	
		( 5s)	10 09	gal	
		(4/1s) x 4		gal	
		( 1s)		gal	
				lb	
				blk	
NT-170	2	SUPPLEMENT P per gallon (55s)	89 02	gal	178 04
		(30s)	52 91	gal	
		( 5s)		gal	
		(4/1s)		gal	
		( 1s)		gal	
	312		19	lb	59 28
NT-166	X	SUPPLEMENT S per pound 425#		lb	
		See IPL-690 400#		lb	
		100#		lb	
		50#		lb	
				lb	
				blk	
T-126	X	SUPPLEMENT SM per pound 425#		lb	
		See IPL-693 100#		lb	
		50#		lb	
		25#		lb	
				lb	
				blk	
T-131	1	SUPPLEMENT SM/LIQ. per gallon (55s)	113 49	gal	
		IPL-694 (30s)	65 98	gal	65 98
		( 5s)	12 03	gal	
		(4/1s) x 4		gal	
		( 1s)		gal	
	602		24	blk	132 48
Page Total					435 71

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			167 56
129	1	SUPPLEMENT SW per gallon (55s)	167 56	gal	167 56
	1	(30s)	95 58	gal	95 58
		( 5s)	16 96	gal	
		(4/1s)x4		gal	
		( 1s)		gal	
	299		29	lb	86 71
				blk	
-143	2	2-CH ALGAECIDE per pound 100#	151 15	lb	302 30
	1	50#	73 52	lb	73 52
		(6/6#) 36#	64 64	lb	
	5	25#	29 22	lb	146 10
				lb	
				blk	
-157		T.B. DEFOAMER per gallon ( 5s)	70 87	gal	
		(4/1s)x4	59 13	gal	
	221	TB Del.	182 41	gal	402 22
		(134)			
		per case (12/8-oz)		cs	
		per bottle (8-oz)		8-oz.	
-----TILE CLEANER, SEE NU-BRITE TILE CLEANER-----					
-224		TRACELEAK per gallon (55s)		gal	
		(30s)		gal	
		( 5s)		gal	
	15	(4/1s)	18 27	gal	274 05
	1	( 1s)	4 59	gal	
		(24/8s)	13 45	cs	
				8-oz	
	339		103	lb	349 17
				blk	
-109	12	WINDOW CLEANER #399 Per Gal. (4/1s)	10 40	gal	124 80
		( 1s)		gal	
				lb	
				blk	
	86	unclaw 843010		lb	
Page Total					607 52

[illegible]

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			6544
		BRIQUETTES (LOOSE)			
R-101		ORANGE BRIQUETTES		ea	
R-102	53	BLUE BRIQUETTES	18	ea	954
R-103	448	YELLOW BRIQUETTES	16	ea	7168
R-104	#	KM BRIQUETTES		ea	
R-105	357	DEEP PURPLE BRIQUETTES	139	ea	49623
R-106	924	P & O BRIQUETTES		ea	
	1112	P & O - 1/2	17	ea	34912
		P & O - 40	17	ea	
R-110	581	KOOLER KARE	21	ea	12201
R-113	610	M BRIQUETTES	25	ea	15250
R-117		P-40 BRIQUETTES		ea	
-125		B-86 BOILER BRIQUETTES		ea	
		IN OVEN			
		YELLOW		ea	
		P & O		ea	
		BLUE		ea	
		ORANGE		ea	
		P-40 (BAD)		lb	
Page Total					1119892

## INVENTORY

DATE TAKEN

1983 5/27

PAGE 1

SHEET NO.

PRICED BY

FILLED BY

Honey McTee

DEPARTMENT

TECHNICAL

EXTENDED BY

ENTERED BY

JOAN YACENDA

LOCATION

EXAMINED BY

CHECK	QUANTITY	DESCRIPTION	✓	PRICE	UNIT	EXTENSIONS
		TAYLOR TEST KITS				
501	18	Hardness Test Kits (170) (158)	✓	5.60	ea.	100.80
503	20	Hardness Test Kits (159)	✓	5.86	ea.	117.20
506	23	Chloride Test Kits (160)	✓	6.48	ea.	149.04
513	14	Alkalinity Test Kits (161)	✓	5.40	ea.	75.60
529	16	Sulfite Test Kits (162)	✓	5.40	ea.	86.40
530	17	Sulfite Test Kits (163)	✓	5.40	ea.	91.80
533	18	Alkalinity Test Kits (171) (164)	✓	5.40	ea.	97.20
537	10	Alkalinity Test Kits (165)	✓	6.01	ea.	60.10
1543	14	Chloride Test Kits (166)	✓	5.15	ea.	72.10
1549	11	Chloride Test Kits (167)	✓	7.74	ea.	85.14
1563	13	Nitrite Test Kits (168)	✓	13.63	ea.	177.19
1565	22	Nitrite Test Kits (169)	✓	7.07	ea.	155.54
1100		Ortho Phosphate Test Kits		7.07	ea.	
1200		Hardness Test Kits		5.40	ea.	
1650	45	CASP Test Kits/Boiler Water Test Kits (328) (206)	✓	24.78	ea.	1115.90
AMOUNT FORWARD						1946.03

ECR	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			
		LA MOTTE TEST KITS			
35	7	CHLORINE (FREE)	279 ✓ 16 19	ea	113 33
-19	30	CHLORINE DIOXIDE	282 ✓ 19 55	ea	586 50
	3	CHROMATE	278 ✓ 14 44	ea	42 37
		<del>E.D.T.A.</del>	<del>✓ 20 15</del>	<del>ea</del>	
61	17	IRON	286 ✓ 15 43	ea	265 71
0-5	13	MOLYBDIC OXIDE	294 ✓ 19 71	ea	256 23
1	30	NITRITE (291) (289)	✓ 18 71	ea	544 30
BTB	12	pH BROMTHYMOL BLUE (280)	✓ 13 36	ea	160 32
PR	18	pH PENOL RED	285 ✓ 13 36	ea	240 50
CR	11	pH CRESOL RED	295 ✓ 13 36	ea	146 26
TB	6	pH THYMOL BLUE	283 ✓ 13 36	ea	80 16
LP	10	pH LaMOTTLE PURPLE	284 ✓ 13 36	ea	133 60
-BTB	4	pH BROMTHYMOL BLUE	273 ✓ 20 71	ea	82 84
-CR	9	pH CRESOL RED	296 ✓ 20 71	ea	186 39
-LSO	7	pH SULFO ORANGE	288 ✓ 20 71	ea	141 57
-1	7	ORTHOPHOSPHATE (single)	297 ✓ 18 71	ea	130 97
-12	2	ORTHOPHOSPHATE (dual)	292 ✓ 21 76	ea	43 52
1	8	SILICA	290 ✓ 18 71	ea	149 68
AT	10	SULFATE	287 ✓ 20 76	ea	207 60
	3	ZINC	298 ✓ 18 71	ea	56 13
-PR	8	pH PENOL RED	281 ✓ 20 71	ea	165 68
MDP	1	Burette Titration Test Kit	332 ✓ 74 20		246 20
50	2	magnetic stirrers (300)	✓ 38 19		76 38
Page Total					1718 77

QTY	QUANTITY	DESCRIPTION	PRICE	UNIT	
		41 POINT FORWARD			
		UOP TEST KITS			
	0	CHROMATE	11.95	ea	
	15	HARDNESS (154)	✓ 14.50	ea	74.50
	0	PolyPhos POLYPHOSPHATE	2.20	ea	
	16	ORGANIC SEQUESTANT (155)	✓ 8.69	ea	139.04
	11	ORGANIC SEQUESTANT (157)	✓ 7.34	ea	80.74
TK	2	SULFITE (153)	✓ 7.20	ea	14.40
	21	COOLING WATER COMBINATION (156)	✓ 17.25	ea	362.25
II	7	Boiler Water II Test Kit (250)	✓ 22.37		156.59
B	8	#307 Silver Nitrate 339	✓ 1.50		12.00
B	4	#630 Chromate Ind. 275	✓ 1.15		4.60
B	18	#706 Silver Nitrate 271	✓ 3.25		58.50
B	13	#10034 long Range Ind. 269	✓ 0.95		12.35
B	15	#653-2 Calcium Buffer 267	✓ 1.51		22.65
B	14	#686 Sulfuric Acid 274	✓ 1.15		16.10
B	4	#772 Iodide Sol. 272	✓ 1.51		6.04
B	15	#783 Thiosulfate 273	✓ 1.15		17.25
77	3	Sulfuric Acid (341)	✓ 1.15		3.45
B		#730 HACH TEST KITS			
	0	HARDNESS	7.20	ea	
09-01	1	ED-2 336	✓ 54.50	ea	54.50
09-31	3	SULFURIC ACID 364	✓ 4.95	ea	14.85
50-37	3	SODIUM HYDROXIDE 365	✓ 3.95	ea	11.85
080-99	6	CDTA MAGNESIUM SALT (146)	✓ 10.25	ea	61.50
4-3	3	HARDNESS BUFFER SOLUTION (143)	✓ 6.00	ea	18.00
07	3	#3 EDTA REAGENT (144)	✓ 8.75	ea	26.25
08	3	#4 EDTA REAGENT (145)	✓ 8.50	ea	25.50
	12	ManVER II (147)	✓ 5.95	ea	71.40
07-37	5	#3 EDTA (150)	✓ 20.00		100.00
08-37	2	#4 EDTA (151)	✓ 16.00		32.00
4-37	6	HARDNESS BUFFER (148)	✓ 7.50		45.00
50	6	Na OH (149)	✓ 7.75		46.50
199	6	Sulfuric Acid (366)	✓ 9.50		57.00
Page Total					521.00
					1548.71

CHK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXT.
		AMOUNT FORWARDED REAGENT - TAYLOR			
1	19	ACID SULFATE POWER (75g)	233 ✓ 2 77	ea	58 01
5	95	ACID-STARCH INDICATOR POWER (10g)	232 ✓ 1 29	ea	122 55
1	12	BARIUM CHLORIDE 20%	226 ✓ 4 28	ea	51 36
0	16	CHROMATE INDICATOR (16-OUNCES)	222 ✓ 2 27	ea	36 32
3	15	CALCIUM BUFFER (16-OUNCES)	223 ✓ 4 74	ea	71 10
4	84	CALCIUM INDICATOR (10g)	230 ✓ 1 25	ea	108 36
6	8	HARDNESS REAGENT (16-OUNCES)	211 ✓ 2 27	ea	18 16
8	10	HARDNESS REAGENT N/50 (GALLON)	263 ✓ 11 12	ea	116 20
3	44	HARDNESS REAGENT (16-OUNCES)	214 ✓ 3 23	ea	148 52
9	24	HARDNESS BUFFER (16-OUNCES)	254 212 ✓ 3 23	ea	91 92
0	59	HARDNESS BUFFER (10g)	231 ✓ 1 29	ea	76 11
95A		<del>HYDRAZINE A (10g)</del>	<del>243</del>	ea	
104B		<del>HYDRAZINE B (16-OUNCES)</del>	<del>211</del>	ea	
15		<del>HYDROCHLORIC ACID CONC. (4-OUNCES)</del>	<del>1 58</del>	ea	
24	0	HYDROCHLORIC ACID STD. (.12N)	3 23	ea	
08	14	IODIDE-IODATE REAGENT STD. (16-OUNCES)	221 ✓ 2 75	ea	39 06
		<del>IODIDE-IODATE REAGENT STD. (16-OUNCES)</del>			
99	23	IODIDE-IODATE REAGENT SPECIAL (16-OUN.)	(219) ✓ 4 12	ea	94 76
72	17	IODIDE SOLUTION (4-OUNCES)	(217) ✓ 2 77	ea	47 43
003U	11	LONG RANGE INDICATOR (16-OUNCES)	(199) ✓ 3 92	ea	43 12
01	4	MOLYBDATE REAGENT (16-OUNCES)	234 ✓ 2 56	ea	10 24
30	17	PERMANGANATE (16-OUNCES)	(210) ✓ 3 01	ea	51 17
33	15	PERMANGANATE (16-OUNCES)	(208) ✓ 3 01	ea	45 15
38	101	PHENOLPHTHALEIN (4-OUNCES)	(352) (225) (216) ✓ 1 78	ea	78 78
003J	5	PHENOL RED INDICATOR (16-OUNCES)	(198) ✓ 3 52	ea	19 60
06	35	SILVER NITRATE (4-OUNCES)	325 (213) ✓ 6 28	ea	218 80
07	22	SILVER NITRATE (16-OUNCES)	(215) ✓ 6 45	ea	144 96
29-39	0	SILVER NITRATE (1-ml = 1 mg Cl) (Gal.)	30 26	ea	
02P	79	STANNOUS CHLORIDE POWDER (10g)	(229) ✓ 1 39	ea	101 91
08	9	SULFURIC ACID CONCENTRATE (16-OUNCES)	248 ✓ 4 57	ea	41 13
27	0	SULFURIC ACID N/50 (16-OUNCES)	2 27	ea	
86	9	SULFURIC ACID NORMAL (16-OUNCES)	228 209 ✓ 2 27	ea	26 43
Page Total					1868 09



CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
		AMOUNT FORWARDED			752.11
		REAGENTS - TAYLOR (continued)			
87	19	SULFURIC ACID N/10 (16-OUNCES) 220	✓ 2 27	ea	43 13
36	8	SULFURIC ACID N/2 (16-OUNCES) 227	✓ 2 27	ea	8 16
29	28	SULFURIC ACID 50% (16-OUNCES) 322	✓ 3 34	ea	90 72
80		<del>THIOSULFATE STANDARD (16-OUNCES)</del>			
83	13	THIOSULFATE 0.555N (16-OUNCES) 207	✓ 4 74	ea	54 32
97	1	THIOSULFATE N/10 (GALLON) 302	✓ 11 62	ea	11 62
45	54	TOTAL ALKALINITY INDICATOR (16-OUNCES) 224 318	✓ 4 28	ea	231 12
25	1	ACID-STARCH INDICATOR (POUND) 242	✓ 7 59	ea	7 59
02-P	2	STANNOUS CHLORIDE (POUND) 245	✓ 7 59	ea	15 18
01	0	MOLYBDATE REAGENT (GALLON)	16 49	ea	
27	0	SULFURIC ACID, N/50 (GALLON)	11 20	ea	
20	4	HARDNESS INDICATOR (POUND) 243	✓ 7 59	ea	30 36
87	1 1/2	SULFURIC ACID (GALLON) (307)	✓ 11 50	ea	11 72 5
45	13	TOTAL ALKALINITY INDICATOR (GALLON) (309)	✓ 25 95	ea	8 67
83	3	Hardness Rpt (306) Gallon	✓ 18 84		56 52
54	3	Calcium Ind. (244) lb	✓ 7 59		22 77
001	1 (+ 1 kg)	Molybdate (330) (318) 5 Gall	✓ 47 40		55 13
2405	2	N/50 Sulfuric Acid 321	✓ 32 50		65 00
217	2	N/103 Potassium Iodide-Iodate (30)	✓ 22 50		45 00
229-N	5	Sulfate Rpt. C. 505 (605) 50	✓ 23 95		119 75
070-N	5	Chloride Rpt. B (300) (601)	✓ 27 44		138 30
257-N	5	Hardness Rpt. (303) (601)	✓ 23 95		119 75
003-11	1	Long Range (308) (601)	✓ 18 84		18 86
045	7	Total Alk. 340	✓ 1 15		8 05
08	36	#619 Hardness Buffer 307 270	✓ 1 15		41 40
00	38	#653-2 Calcium Buffer 243 266	✓ 1 15		43 70
08	31	#826 Hardness Rpt. 344 265	✓ 1 15		35 65
08	30	#683 Hardness Rpt. 271	✓ 1 24		32 70
08	42	#78037 Thiosulfate (323) (268)	✓ 1 15		48 30
08	54	#808 Iodide 345 Iodate 264	✓ 1 15		62 10
08	53	#658 Phenolphthalein 277	✓ 1 15		60 45
Page Total					745 12 8

QUANTITY		DESCRIPTION		PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARDED				
		REAGENT - LA MOTTE				
B	5	BARIUM CHLORIDE (60g)	32g (133)	✓ 2.25	ea	11.25
I	5	CHLORINE DPD #1R TABLETS (100)	(138)	✓ 3.24	ea	16.80
	11	CHROMATE INDICATOR POWDER (30g)	(132)	✓ 2.25	ea	24.75
L		EDTA REAGENT 1		✓ 2.24	ea	
J		EDTA REAGENT 2		✓ 1.56	ea	
F		EDTA REAGENT 3		✓ 1.03	ea	
S		EDTA REAGENT 4		✓ 3.24	ea	
F		EDTA REAGENT 5		✓ 1.13	ea	
K		EDTA REAGENT 6		✓ 2.73	ea	
J	12	GLYCINE SOLUTION	(136)	✓ 2.32	ea	27.84
G	0	HYDROCHLORIC ACID (25 ml)		1.57	ea	
H	31	IRON REAGENT 1 (2-OUNCES)	(104)	✓ 1.71	ea	53.01
S	57	IRON REAGENT 2 (4.5g)	(105)	✓ 2.73	ea	155.61
D	58	MOLYBDENUM REAGENT (10g)	(118)	✓ 2.34	ea	165.52
L	16	NITRITE REAGENT A (16-OUNCES)	(194) (131)	✓ 4.56	ea	72.96
L	15	NITRITE REAGENT B (16-OUNCES)	(187)	✓ 4.56	ea	68.40
D	27	NITRITE REAGENT C (10g)	(117) (125)	✓ 1.71	ea	49.59
L	22	pH INDICATOR BROMTHYMOL BLUE (16-OZ.)	(177)	✓ 4.07	ea	89.54
L	4	pH INDICATOR PHENOL RED (16-OUNCES)	(176)	✓ 4.07	ea	16.28
L	6	pH INDICATOR CRESOL RED (16-OUNCES)	(175)	✓ 4.07	ea	24.42
L	4	pH INDICATOR THYMOL BLUE (16-OUNCES)	(174)	✓ 4.07	ea	16.28
L	22	pH INDICATOR LaMOTTE PURPLE (16-OUNCES)	(173)	✓ 4.07	ea	89.54
L	13	pH INDICATOR SULFO ORANGE (16-OUNCES)	(173)	✓ 4.07	ea	52.91
G	28	REDUCING REAGENT (1-OUNCE)	(113)	✓ 2.03	ea	56.84
E	12	REDUCING REAGENT (1/2-OUNCE)	(112)	✓ 1.68	ea	20.16
G	19	SILICA #1 (1-OUNCE)	(109)	✓ 1.71	ea	32.49
E	18	SILICA #2 (1/2-OUNCE)	(110)	✓ 1.71	ea	30.78
E	17	SILICA #3 (1/2-OUNCE)	(111)	✓ 1.57	ea	26.69
H	2	SULFATE CONDITIONING (2-OUNCES)	(108)	✓ 1.77	ea	3.54
L	40	VM PHOSPHATE (16-OUNCES)	(101)	✓ 4.56	ea	182.40
G	6	IRON #1 (25ml.)	(103)	✓ 1.57		9.42
Page Total						7197.02

CHK	QUANTITY	DESCRIPTION	PRICE	UNIT	AMOUNT
		AMOUNT FORWARD			
		REAGENTS--LA MOTTE (continued)			
5-C	4	ZINC CONDITIONING (5g) (140)	✓ 3 32	ea	1328
-G	3	ZINC (30g) (139)	✓ 2 21	ea	663
34-H	1	Hardness #6 (128) 1800 TO	✓ 11 00		1158
21-L	12	Chloride D (197) 500 ml	✓ 4 54		5448
		REAGENTS - UOP			
	3	BP #1 (16-OUNCES) 239	✓ 5 47	ea	1641
	11	BP #2 (8-OUNCES) 240	✓ 2 17	ea	2387
	3	BP #3 (16-OUNCES) 241	✓ 2 44	ea	732
	0	GALLIC ACID (VIAL)	-	ea	
	0	GALLIC ACID (2-OUNCES)	-	ea	
	2	GALLIC ACID (1-POUND) ✓ 351	✓ 31 20	ea	6240
	0	HCl 050 (16-OUNCES)	3 00	ea	
	7	OS #1 (16-OUNCES) / TS #1 246	✓ 3 18	ea	2226
	9	OS #2 (8-OUNCES) 247	✓ 8 50	ea	7650
	27	OS #3 (16-OUNCES) 248	✓ 2 38	ea	6426
	14	pH BUFFER 4 (16-OUNCES) 237	✓ 4 36	ea	6104
	18	pH BUFFER 7 (16-OUNCES) 236	✓ 4 36	ea	7848
	17	pH BUFFER 9.18 (16-OUNCES) 238	✓ 4 36	ea	7412
	0	POLYPHOS #1 (16-OUNCES)	3 35	ea	
	0	POLYPHOS #2 (8-OUNCES)	4 70	ea	
	1	POLYPHOS #3 (16-OUNCES) 249	✓ 2 54	ea	254
500	2	STARCH SOLUTION (16-OUNCES) 235	✓ 3 85	ea	770
100	20	OS #1 / TS #1 314	✓ 4 25	l	8500
100	13	OS #2 / TS #2 310	✓ 32 50	l	42250
	4	OS #3 / TS #3 315	✓ 2 56	l	1024
	0	BP #1 317	✓ 8 37	l	
	10	BP #2 311	✓ 4 68	l	2808
	36	BP #3 316	✓ 2 77	l	9972
	4	PP #1 313	✓ 4 59	l	1836
	2	PP #2 312	✓ 14 80	l	2960
			✓ 2 78	l	894
			Page Total		

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
AMOUNT FORWARD					1381.71
REAGENTS - HACH					
426	0	HARDNESS 3 SOLUTION (16-OUNCES)	5.34	ea	
213	7	Univer 3 INDICATOR POWDER (4-OUNCES) (142)	8.53	ea	59.71
REAGENTS - MYRON L					
CONDUCTIVITY STANDARDS					
442	10	46 UMHS (32-OUNCES)	260	✓ 5.00	ea 50.00
442	1	440 UMHS (32-OUNCES)	258	✓ 5.00	ea 5.00
442	2	3900 UMHS (32-OUNCES)	259	✓ 5.00	ea 10.00
PAR-1	3	pH AND ALKALINITY (16-OUNCES)	261	✓ 4.40	ea 13.20
Page Total					137.91

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENDING
		AMOUNT FORWARDED			147.58
		M E T E R S			
312M5	0	MYRON L CONDUCTIVITY (1)	95.50	ea	
32M1	13	MYRON L CONDUCTIVITY (3) 330	✓ 153.50	ea	2960.50
		<del>MYRON L CONDUCTIVITY (5)</del>	<del>122.10</del>	ea	
		<del>MYRON L DS (3)</del>	<del>162.00</del>	ea	
IA	4	LaMOTTE pH 361	✓ 180.50	ea	722.00
INI	0	NESTER pH		ea	
		Additional LaMotte Rgts.			
2311-E	17	BCG-MIR Ind. (120) 15ml	✓ 1.43		5.31
4015-K	13	Alkalinity Rgt (186) 250ml	✓ 2.95		38.35
2246-F	32	Phenolphthaleim (121) 15ml	✓ 1.43		45.76
4069-B	7	Chloride Rgt. A (127) 25ml	✓ 1.72		12.04
4770-K	19	Chloride Rgt. B (178) 25ml	✓ 4.07		77.33
2246-F	0	Chloride Rgt. C (128) 15ml	✓ 1.43		
4071-J	9	Chloride Rgt. D (180) 150ml	✓ 2.32		20.88
4270-E	21	Chloride Rgt. E (123) 15ml	✓ 1.43		30.03
4087-F	20	Chloride Rgt. F (124) 15ml	✓ 1.43		28.60
4257-K	13	Hardness Titrant (184) 250ml	✓ 2.95		38.35
4255-H	14	Hardness Buffer (181) 50ml	✓ 1.86		26.04
4259-J	17	Sodium Hydroxide (183) 200ml	✓ 2.32		39.44
4484-J	31	Hardness #6 Std (116) 100 Tab	✓ 1.50		46.50
4253-J	27	Calcium Std. (114) 100 Tab	✓ 2.73		73.71
4327-J	19	Sulfate Rgt. A (182) 100ml	✓ 2.92		114.08
4328-H	13	Sulfate Rgt. B (185) 50ml	✓ 1.84		24.18
4329-K	19	Sulfate Rgt. C 179 250ml	✓ 2.95		56.05
4456	23	Sodium Nitrate A (106) 25ml	✓ 1.72		39.56
4476-B	24	Sodium Nitrate B (130) 25ml	✓ 1.72		41.28
4811-E	17	Glycine (115) 15ml	✓ 1.43		24.31
4410-H	13	Vin-PO4 102 50ml	✓ 1.86		24.18
4551-L	8	Hardness Buffer 196 50ml	✓ 4.56		36.48
Page Total					3573.96

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	DATE	TIME
		AMOUNT FORWARD				
		APPARATUS				
403	286	SAMPLE TUBE MARKED AT 25 ml 256	✓ 0.75	ea		214.50
517	64	FUNNEL 254	✓ 0.46	ea		29.44
518	38	FILTER PAPER GRADE 610 9cm (100) 251	✓ 1.35	ea		51.30
518-A	10	FILTER PAPER 12.5cm (100) 252	✓ 1.90	ea		19.00
558	23	COMBINATION HIGH PHOSPHATE MIX & TEST TUBE 255	✓ 3.40	ea		78.20
0230	45	5ml TEST TUBE FOR LaMOTTE COMPARATORS 352	✓ 0.40	ea		18.00
0822	23	10ml TEST TUBE FOR LaMOTTE COMPARATORS (119)	✓ 0.52	ea		11.96
B-100	300	100ml PLASTIC BEAKER FOR OS TEST KIT 253	✓ 0.125	ea		37.50
RE-10	10	RANGE EXTENDER FOR MYRON L METERS 363	✓ 6.00	ea		60.00
1904	7	GEL FILLED ELECTRODE FOR pH METERS 360	✓ 38.75	ea		271.25
AB-25		AUTOMATIC BURET ASSEMBLY (25ml)		ea		
C-50	21	50ml GRADUATED CYLINDER 331	✓ 3.00	ea		63.00
7826	3	glass stop cock burette 204	✓ 17.61			52.83
7997	6	teflon stop cock burette 205	✓ 26.95			161.70
8990	2	single burette stand 201	✓ 9.52			19.04
8992	1	triple burette stand 202	✓ 15.12			15.12
8991	1	triple burette stand 203	✓ 18.83			18.83
2150	7	Buster Reader (141)	✓ 7.05			49.35
1259-E	3	Sodium Hydroxide (126) 500ml	✓ 1.43			4.29
7329-L	3	Sulfate C (134) 500ml	✓ 4.90			14.70
7246-L	1	Mercuride C (135) 500ml	✓ 4.90			4.90
7246-L		TOTAL 3				
7345-H	2	PPK-B (137) (500ml)	✓ 1.86			3.72
7357-L	11	Hardness (NaOH) (188) 500ml	✓ 4.56			50.16
1050-L	11	Sulfuric Acid (189) 500ml	✓ 4.56			50.16
7327-L	9	Sulfate A (190) 500ml	✓ 4.56			41.04
2311-L	10	BGG-MR (191) 500ml	✓ 4.56			45.60
7346-L	8	Phenolphthalein (192) 500ml	✓ 4.56			36.48
1035-L	12	Sodium Hydroxide (193) 500ml	✓ 4.90			58.80
7328-L	10	Sulfate B (195) 500ml	✓ 4.56			45.60

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSION
		AMOUNT FORWARD			171.213
		RAW MATERIALS			
	0	ALIZARIN RED S, 100g	32.40	100g	
	1	THORIN, 25g	359	25g	54.55
Aldrich	1	XYLENOL ORANGE, 10g 5g.	357	10g	16.10
654		CALCIUM INDICATOR (POUND)		1lb	
Eastman	1	XYLENOL ORANGE 5g.	358	5g	20.51
	2 1/3	GLACIAL ACETIC ACID (5-POUNDS)	334	5 lb	61.51
	2	HYDROCHLORIC ACID (6-POUNDS)	335	6 lb	21.20
	2 1/3	BARIUM CHLORIDE (5-POUNDS)	349	5 lb	16.16
	1	POTASSIUM CHLORIDE (5-POUNDS)	354	5 lb	31.32
	3 2/3	SODIUM ACETATE (25 POUNDS) 2.5 kg.	333 353	25 lb	171.58
	4	THORIUM NITRATE (125g)	352	125g	102.81
	3	STARCH SOLUTION (1-GALLON)	347 (304)	gal	42.50
	(26 gal)	pH 7 BUFFER (5-GALLONS)	(319)	5 gal	19.58
	0	pH 4 BUFFER (5-GALLONS)	38.00	5 gal	
UJ-5	14	VINYL JACKETS, 3" x 5"	(326)	ea	336
	400	STIRRING RODS	(152)	ea	40.80
421	77	VIALS WITH DIPPER CAPS, 10g	(257)	ea	46.20
0913	30	GREY BOX #529 (BLUE)	(329)	ea	37.01
	0	3" x 5" INDEX CARDS		ea	
423	40	1-OUNCE DROPPER BOTTLES	355	ea	18.20
0905	15	PLASTIC MODULES (#1497 BOX)	356	ea	12.45
570-C	40	Carrying Case	(327)	ea	173.20
					55.13
Page Total					11036.07
					71 14.5 71

DATE TAKEN: Sept. 7 83

## INVENTORY\_\_\_\_\_NORTHROP

PAGE ]

SHEET NO. \_\_\_\_\_ PRICED BY \_\_\_\_\_

CALL BY \_\_\_\_\_ DEPARTMENT \_\_\_\_\_ FULL SERVICE \_\_\_\_\_ EXTENDED BY \_\_\_\_\_

ENTERED BY MICKEY LARSON LOCATION  EXAMINED BY

[illegible]







## NORTHROP

Location	Chem.	150 Cont.	412 Cont.	1/2" Sole.	3/4" Sole.	55 Gal. Mix. Tank	LMT Pump
#1-48		1		1		1	1
#1-49		1		1		1	1
#1-46 }		1			1	1	1
#1-47 }							
#1-8 }							2
#1-40 }							
#1-48		1		1		1	1
# Daxgs Ref		1		1		1	1
#1-29		1		1		1	1
#1-108							
#1-45			1	1		1	2
#1-15 Jm						1	2
#1-92		1		1			1



**NORTHIROP**

Location	Chem.	150 Cont.	412 Cont.	1/2" Sole.	3/4" Sole.	55 Gal. Mix. Tank	LMT Pump
AH001		1		1		1	1
AH002			1	1		1	2
AH003			1	1		1	2
AH004			1	1		1	2
AH CAFE		1		1		1	1
AJ CMT. AG.		1		1		1	1
IE 43 EAST		1			1	1	1
IE 44 CT							
IE 45 WEST		1				1	1
IG WEST		1		1		1	1
IG EAST	1						
1-18							



## INVENTORY

WATER SERVICES DIVISION

PAGE 1

SHEET NO. \_\_\_\_\_ PRICED BY John Sackerman  
 CALLED BY \_\_\_\_\_ DEPARTMENT EQUIPMENT EXTENDED BY \_\_\_\_\_  
 ENTERED BY Terry Hagen LOCATION BURBANK AND ON LOAN EXAMINED BY \_\_\_\_\_  
 OTHER LOCATIONS \_\_\_\_\_

CHECK	QUANTITY	DESCRIPTION	✓	PRICE	UNIT	EXTENSIONS
RM112A	475	2	DEVCON SOLUTION TANK, 50-Gallon	69 00	Ea	138 00
X	470	3	30-Gallon	74 75	Ea	224 25
X	4163	1	GRISWOLD VALVE, 1"	183 20		183 20
RM127	4160	2	GRISWOLD VALVE, 1"	121 60	Ea	243 20
X	4170	5	GRISWOLD VALVE W/421, 1"	102 40	Ea	512 00
X	4180	3	W/425, 1"	80 00	Ea	240 00
X	4190	2	, 1"	121 60	Ea	243 20
	4160	1	W/421, 1 1/2"	—	Ea	—
X	4180	1	W/425, 1 1/2"	61 80	Ea	61 80
X	4190	1	, 1 1/2" 5506	119 20	Ea	119 20
X	4160	1	, 1 1/2"	126 40	Ea	126 40
X	4170	2	W/421, 1 1/2"	15 60	Ea	31 20
X	4170	1	" 1 1/2"	65 60		65 60
RM118	7100	4	HYTROL VALVES, 3/4"	18 00	Ea	72 00
X	7100	3	MILTON ROY PUMP	336 00		1008 00
RM147	Mac Roy	3	MILTON ROY PUMP m-30	197 40	Ea	592 20
X	"	1	" " " m-75	197 40		197 40
RM152	A05-03 E	2	PROMINENT PUMP	128 40	Ea	256 80
X	A05-03 E	1	" " " 6932	218 40		218 40
RM130	C-94	9	ASCO SOLENOID VALVE, 1/2" 120V/60 7053	37 49	Ea	337 41
X	D-95	11	, 3/4" 6930	41 27	Ea	453 97
X	B-54	1	, 1" 6671	83 79	Ea	83 79
X	C-94	1	, 3/8" "	27 40	Ea	27 40
RM119	JW-30	4	PARAGON PERCENTAGE TIMER	40 25	Ea	161 00
	ORS-1015	1	PARAGON 7-DAY TIMER, 120V/60	—	Ea	—
	556-20	10	LM1 100 5 1/2" 6671	20 52		205 20
AMOUNT FORWARD						6235 51

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			
M122	FS-8V 3	MCDONNELL MILLER FLOW SWITCH	29 51	Ea	28 53
	FS-43 2	" " " " 6672	50 81	Ea	12 160
M146	A101 2	LMI PUMP 2 111-065E 6705	129 92	Ea	11 69 22
28X	A101 -92S 14	" " 6941	160 50	Ea	2 347 00
23X	A101 -95T 1	" "	194 67	Ea	194 67
6X	A111 -91 3	" "	149 56	Ea	448 68
7X	A111 -92S 7	" " 6941	160 50	Ea	1122 50
8X	A111 -95T 1	" "	194 67	Ea	194 67
20X	A121 -91 7	" " Z 121-065E 6795	129 92	Ea	909 14
51X	A121 -92 1	" " A 123-95T	228 60	Ea	228 60
7X	A131 -72 1	" "	193 64	Ea	193 64
M112	8311 -11 1	PRECISION PUMP	—	Ea	
3X	8381 -11 1	" "	227 20	Ea	227 20
1X	10-611 -321 2	" " 10681-321	229 20	Ea	458 40
M135	PH-1 6	ELECTRO SYSTEMS PROBE HOLDER 667	23 40	Ea	140 40
2X	CFLT 2	" " C-CONDUCTIVITY	191 16	Ea	382 32
2X	CHFLT 1	" " CH-CONTROLLER W/PROBE 6700	169 60	Ea	169 60
2X	CHFLT 3	CHFLT Probe 6940	44 41	Ea	133 20
143	150 4	LAKWOOD CONTROLLER, 115V	181 50	Ea	726 00
2X	211 2	" "	352 00	Ea	704 00
20X	251 3	" " BOILER	1,193 50	Ea	1193 50
	261 1	" " BOILER	—	Ea	
2X	1	" PART 700192 7062	71 50	Ea	71 50
110	43 1	BY-PASS FEEDER, CALGON 2/2-Gallon	—	Ea	
109	2 1	BY-PASS FEEDER, WINGERT, 2-Gallon 7066	52 50	Ea	735 00
	5 14	" " 5-Gallon 7060	69 25	Ea	969 50
	K-50 1	" " 12-Gallon	—	Ea	
PAGE TOTAL					15245 16



CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			
RM109A	X	BY-PASS FEEDER, DRAIN VALVES	2 31	Ea	2 31
45	X	6296, AIR RELEASE VALVES, 1/2"	4 34	Ea	4 34
46	X	6674, STRAINERS	2 43	Ea	2 43
47	X	5962, SHUT-OFF VALVES	6 32	Ea	6 32
48	X	6296, GATE VALVES, 3/4"	27 73	Ea	27 73
49	X	6674, 3/4"	21 80		21 80
RM137	CS75-316	NEPTUNE CORPORATION STOP, 3/4"	—	Ea	
	CS75-C20	, 3/4"	—	Ea	
50	X	" "	—		
CG121	MR-50	RIEKE DRUM PUMP	7 00	Ea	7 00
RM131		CONT-U-BLO	270 00	Ea	270 00
RM148	PNE6	PRESSURE SPRAYERS	20 40	Ea	20 40
RM136	JSJ-100	CARLON WATER METER, 1", 200 GPC	—	Ea	
RM143	31-423	LAKEWOOD CONTROLLER	—	Ea	
50 X	1	Less Fittings	86 00		86 00
7 RM142	030	5 6798, CHEM TECH PUMP, SERIES 100, 120V	86 00	Ea	430 00
50 X	015	5 6798, "	86 00		430 00
50 X	015	5 6799, "	104 55		836 10
60 X	001	1 148 55, "	148 55		1 185 00
50 X	001	1 148 55, "	148 55		2 374 10
60 X	001	1 5 53, "	5 53		5 53
50 X	001	1 21 07, "	21 07		1 13 14
50 X	001	1 20 50, "	20 50		1 14 10
PAGE TOTAL					7 279 94

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			54200.15
RM112	8311 -12	PRECISION PUMP	—	Ea	
RM143	1507	LAKWOOD CONTROLLER, 240V	—	Ea	
64 X	211F 1	" " , 240V	384 00	Ea	384 00
65 X	211F 1	" " "	736 00	Ea	736 00
RM130 X	C-94 5	ASCO SOLENOID VALVE, 1/2", 240V	37 30	Ea	186 50
	D-95	, 3/4", 240V	—	Ea	
	B-54	, 1" , 240V	—	Ea	
RM146	A123 -95T	LMI PUMP	—	Ea	
RM112	8381 -12	PRECISION PUMP	—	Ea	
RM142	630 2	CHEM TECH PUMP, SERIES 100, 240V	92 20	Ea	184 40
67 X	1015 DIRS 1	Pressure Washer 5045	69 34		69 34
		<u>LOAN EQUIPMENT</u>			
RM135		ELECTRO SYSTEMS COND. CONTROLLER		Ea	
RM146	A101 -92	LMI PUMP		Ea	
		<u>PRESSURE SPRAYER SPARE PARTS</u>			
	1091	EXTENSIONS		Ea	
	1055	TRIGGERS		Ea	
	10399	REPAIR KIT		Ea	
	1095	CAPS		Ea	
	1290	NOZZLES		Ea	
PAGE TOTAL					1548 24

Custom Pak

Cleveland, Ohio

Descaler G Label	800	156.00	120.00
Descaler G	150 Cases (4x1)		1230.50
Descaler G	22 x 5		214.50
Yellow No. 5	1 Pound 11 Ounces		1.50
Methyl Violet	2 Pounds 9 Ounces		7.21
Rodine 95	15 Pounds		15.25
Metanil Yellow	3 Pounds		16.29
			1616.52

TheoChem

Tampa, Florida

Mazoquest 1500	540 Pounds		104.50
Goodrite 752	1100 Pounds		1587.30
Cobrate TT100	1120 Pounds		582.00
Orzan LS	81 Pounds		12.51
Sodium Chloride	8925 Pounds		7987.58
			13,775.37

L.A. Lux

Cleveland, Ohio

Orsan	4 Pounds		1.62
MO	821 Pounds		1330.02
Uranine Dye	40 Pounds		328.00
			2130.20

Campbell Equipment Yard - September 7, 1983 - Per Cy Young

IPL-485 - 3	1029.79	OFP-6692 - 11	1441.22
IPL-650 - 1	161.96	OFP-6558 - 4	854.00
IPL-672 - 2	348.20	OFP-6900 - 1	210.71
OFP-6899 - 15	4489.95	OFP-6542 - 7	703.15
OFP-6901 - 8	1456.08	OFP-6750 - 4	617.36
OFP-6810 - 2	371.80	No Labels or	1.95
OFP-6851 - 5	1524.60	Unreadable - 7	2110.05
OFP-6850 - 24	7352.40		22,756.02

[ 410.27 x 11

CHECK	QUANTITY	DESCRIPTION	PRICE	UNIT	EXTENSIONS
		AMOUNT FORWARD			
RM 143	150	LAKWOOD CONTROLLER		Ea	
	412	LAKWOOD COND. & pH CONTROLLER		Ea	
	423	" " " "		Ea	
	A101				
RM 146	-91	LMI PUMP		Ea	
	-92	" "		Ea	
	9210				
RM 130	C94	ASCO SOLENOID, 1/2"		Ea	
	D95	, 3/4"		Ea	
	B54	, 1"		Ea	
RM112A	M50	RIEKE HAND PUMP		Ea	
	1015				
RM 119	-ORS	PARAGON TIMER		Ea	
		CHEMICATORS		Ea	
RM112A		PRECISION FOOT VALVES		Ea	
		RYAN HERCO TANKS		Ea	
		EQUIPMENT IN STOCK - FLORIDA			
RM 143	412	LAKWOOD CONTROLLER		Ea	
RM 144	31	3 PUMP ENCLOSURE		Ea	
RM 146		A111-91 LMI PUMP		Ea	
RM 130	B51	1" ASCO SOLENOID VALVE		Ea	
RM112A	2340	SUCTION TUBE SHIELD		Ea	
RM 119		PARAGON TIMER		Ea	
RM 137		CS-75-C220		Ea	
' 109		#5 POT FEEDER		Ea	
		PLASTIC STRAINER		Ea	
		RELEASE VALVE		Ea	
		PAGE TOTAL			

EXHIBIT 1  
THE ASSETS  
Part G  
Miscellaneous Assets

UOP INC. FEDERAL PESTICIDE REGISTRATIONS

- 1) Deep purple - Cooling Water Algaecide Briquettes - No. 5135-9
- 2) M-40 - Cooling Tower Microbiocide - No. 5135-16
- 3) 2-CH Algaecide - Cooling Water Microbiocide - No. 5135-21
- 4) M-80T Algaecide - Cooling Tower Microbiocide - No. 5135-14
- 5) M-80 Algaecide - Cooling Tower Microbiocide - No. 5135-19
- 6) IPL-400 - Cooling Water Microbiocide - No. 5135-24  
(Not registered in California)

DISTRIBUTORSHIP FEDERAL PESTICIDE REGISTRATIONS

- 1) IPL-450 - Cooling Tower Microbiocide - No. 31910-2-5135  
M-55 - Cooling Tower Microbiocide - No. 31910-2-5135  
Alco Chemical Corporation
- 2) IPL-450 - Cooling Tower Microbiocide - No. 9386-11-5135  
M-55 - Cooling Tower Microbiocide - No. 9386-11-5135  
Vinings Chemical Company (California only)
- 3) IPL-480 - Cooling Tower Microbiocide - No. 21164-3-5135  
M-77 - Cooling Tower Microbiocide - No. 21164-3-5135  
Rio Linda Chemical Company

REGISTRATION: ECONOMIC POISONS BY STATE

Alabama

Deep Purple Algaecide Briquettes  
M-80T Algaecide  
M-40 Algaecide  
2-CH Algaecide  
IPL-400 Cooling Water Microbiocide  
M-77 Cooling Water Microbiocide  
IPL-480 Cooling Water Microbiocide  
M-55 Cooling Tower Microbiocide  
IPL-450 Cooling Tower Microbiocide

Alaska

None

Arizona

Deep Purple Algaecide Briquettes  
IPL-400  
IPL-450  
IPL-480  
M-40 Algaecide  
M-55  
M-77  
M-80T Algaecide  
2-CH Algaecide

Arkansas

Deep Purple Algaecide Briquettes  
M-80T  
M-40  
2-CH Algaecide  
M-55  
IPL-450  
IPL-400  
M-77  
IPL-480

REGISTRATION: ECONOMIC POISONS BY  
STATE (continued)

-2-

California

Deep Purple Algaecide Briquettes

DPL-5480

IPL-450

IPL-480

M-40 Algaecide

M-55

M-77

M-80 Algaecide

M-80T Algaecide

2-CH Algaecide

Colorado

Deep Purple Algaecide Briquettes

IPL-400

IPL-450

IPL-480

M-40 Algaecide

M-55

M-77

M-80T Algaecide

2-CH Algaecide

Connecticut

Deep Purple Algaecide

IPL-440

IPL-450

IPL-400

IPL-480

M-40 Algaecide

M-55

M-65

M-80T Algaecide

M-77

2-CH Algaecide

REGISTRATION: ECONOMIC POISONS BY -3-  
STATE (continued)

Delaware

IPL-450  
IPL-400  
IPL-480  
M-55  
M-77  
2-CH  
Deep Purple Algaecide Briquettes  
M-40  
M-80T

Florida

2-CH Algaecide  
Deep Purple Algaecide Briquettes  
IPL-400  
IPL-450  
IPL-480  
M-55  
M-77  
M-40 Algaecide  
M-80T Algaecide

Hawaii

Deep Purple Algaecide Briquettes  
M-40 Algaecide  
M-80T Algaecide  
IPL-440  
IPL-450  
M-55  
IPL-480  
M-65  
2-CH Algaecide  
DPL-5450  
M-80 Algaecide  
IPL-400  
DPL-5480  
M-77



REGISTRATION: ECONOMIC POISONS BY    -4-  
STATE (continued)

Georgia

Deep Purple Algaecide Briquettes

M-80T

M-40

2-CH Algaecide

M-55

IPL-450

IPL-400

M-77

IPL-480

Idaho

Deep Purple Algaecide Briquettes

M-80T Algaecide

M-40 Algaecide

2-CH Algaecide

M-55

IPL-450

Indiana

Deep Purple Algaecide Briquettes

M-80T Algaecide

M-40 Algaecide

2-CH Algaecide

IPL-400

M-65

IPL-440

M-77

IPL-480

IPL-450

M-55

Illinois

Algaecide Briquettes

M-80T Algaecide

M-40 Algaecide

2-CH Algaecide

IPL-400

IPL-440

M-77

IPL-480

REGISTRATION: ECONOMIC POISONS BY -5-  
STATE (continued)

Iowa

Deep Purple Algaccide Briquettes

M-80T

M-40

2-CH Algaecide

M-55

IPL-450

IPL-400

M-77

IPL-480

Kansas

Deep Purple Algaecide Briquettes

M-80T

M-40

2-CH Algaecide

M-55

IPL-450

IPL-400

M-77

IPL-480

Kentucky

IPL-480

M-77

IPL-450

M-55

M-80T

M-40

2-CH

IPL-400

Deep Purple Algaecide Briquettes

Louisiana

Deep Purple Algaecide Briquettes

M-80T

M-40

IPL-400

2-CH Algaecide

M-55

IPL-450

REGISTRATION: ECONOMIC POISONS BY -6-  
STATE (continued)

Maine	None
Maryland	Deep Purple Algaecide Briquettes - 2CH Algaecide M-40 M-80T M-55 IPL-450 M-77 IPL-480 IPL-400
Massachusetts	None
Michigan	IPL-450 IPL-400 IPL-480 M-55 M-77 2-CH Algaecide Deep Purple Algaecide Briquettes M-40 Algaecide M-80T
Minnesota	None
Mississippi	Deep Purple Algaecide Briquettes 2-CH Algaecide M-40 M-80T M-55 IPL-450 IPL-480 M-77 IPL-400

REGISTRATION: ECONOMIC POISONS BY  
STATE (continued)

-7-

Missouri

Deep Purple Algaecide Briquettes  
2-CH Algaecide  
M-40 Algaecide  
M-80T Algaecide  
M-55  
IPL-450  
IPL-400  
M-77  
IPL-480

Montana

None

Nebraska

Deep Purple Algaecide Briquettes  
M-55  
M-77  
IPL-480  
M-80T  
M-40 Algaecide  
2-CH Algaecide  
IPL-400  
IPL-450

Nevada

Deep Purple Algaecide Briquettes  
M-80T  
M-40  
2-CH Algaecide  
M-55  
IPL-450  
IPL-400  
M-77  
IPL-480

New Jersey

Deep Purple Algaecide Briquettes  
IPL-400  
IPL-450  
IPL-40  
M-40 Algaecide

M-55

M-77

REGISTRATION: ECONOMIC POISONS BY  
STATE (continued)

-8-

New Mexico

Product Registrations expired December 31, 1982

New Hampshire

None

New York

Product Registrations expired December 1982

North Carolina

Deep Purple Algaecide Briquettes

M-80T Algaecide

M-40 Algaecide

2-CH Algaecide

M-55

IPL-450

North Dakota

None

Ohio

Deep Purple Algaecide Briquettes

IPL-400

IPL-450

IPL-480

M-40 Algaecide

M-55

M-77

M-80T Algaecide

w-CH Algaecide

Oklahoma

Deep Purple Algaecide Briquettes

M-80T Algaecide

M-40 Algaecide

2-CH Algaecide

IPL-480

M-77

IPL-400

IPL-450

M-55

REGISTRATION: ECONOMIC POISONS BY -9-  
STATE (continued)

Oregon

M-77  
IPL-480  
M-80T  
M-40  
2-CH  
IPL-400  
Deep Purple Algaecide Briquettes  
IPL-450  
M-55

Pennsylvania

Deep Purple Algaecide Briquettes  
IPL-450  
IPL-400  
IPL-480  
M-40 Algaecide  
M-55  
M-77  
M-80T Algaecide  
2-CH Algaecide

Rhode Island

None

South Carolina

M-55  
IPL-450  
M-80T  
M-40  
2-CH  
Deep Purple Algaecide Briquettes  
M-77  
IPL-480  
IPL-400

South Dakota

None

REGISTRATION: ECONOMIC POISONS BY -10-  
STATE (continued)

Tennessee

Deep Purple Algaecide Briquettes

M-40 Algaecide

M-55

M-80T

2-CH Algaecide

IPL-450

M-77

IPL-480

IPL-400

Texas

Deep Purple Algaecide Briquettes

M-80T Algaecide

M-40 Algaecide

2-CH Algaecide

IPL-400

M-77

IPL-480

M-55

IPL-450

IPL-440

M-65

Utah

IPL-450

IPL-400

IPL-480

M-55

M-77

2-CH Algaecide

Deep Purple Algaecide Briquettes

M-40 Algaecide

M-80T Algaecide

Vermont

None

REGISTRATION: ECONOMIC POISONS BY  
STATE (continued)

-11-

Virginia

Deep Purple Algaecide Briquettes

IPL-400

IPL-450

IPL-480

M-40 Algaecide

M-55

M-77

M-80T Algaecide

2-CH Algaecide

Washington

Deep Purple Algaecide Briquettes

M-80T Algaecide

2-CH Algaecide

IPL-400

M-77

IPL-480

M-55

IPL-450

West Virginia

Deep Purple Algaecide Briquettes

2-CH Algaecide

M-40

M-80T Algaecide

M-55

IPL-450

IPL-400

M-77

IPL-480

Wisconsin

IPL-450

IPL-400

IPL-480

M-55

M-77

2-CH Algaecide

Deep Purple Algaecide Briquettes

M-40 Algaecide

M-80T



REGISTRATION: ECONOMIC POISONS BY -12-  
STATE (continued)

Wyoming

Deep Purple Algaecide Briquettes

M-77

2-CH Algaecide

M-40 Algaecide

IPL-480

M-80T Algaecide

M-55

IPL-450

IPL-400

EXHIBIT 3.8

AUTHORITIES

1. U.S. Environmental Protection Agency - Pesticide Registration
2. U.S. Department of Transportation - Packaging and Bills of Lading
3. U.S. Food and Drug Administration - Approval of ingredients when product may come in contact with food
4. U.S. Department of Agriculture - Products used in meat and poultry plants
5. California Highway Patrol - Hazardous Materials Permits
6. State Agencies involved in pesticide registration - usually State Department of Agriculture
7. Internal Revenue Service and State Revenue Departments
8. Burbank Fire and Police Departments
9. Burbank Public Works Department
10. South Coast Air Quality Management District
11. California Department of Health Services
12. California Department of Weights and Measures

EXHIBIT 3.9

ACTIONS, SUITS, PROCEEDINGS OR INVESTIGATIONS

None

EXHIBIT 3.12  
LEASES

<u>Type</u>	<u>Place</u>	<u>Rental</u>	<u>Term</u>
Office Lease	Lansing, IL	\$400 per month	Feb. 1, 1983-Jan. 31, 1984
Office Lease	Bakersfield, CA	\$175 per month	Month-to-month

BILL OF SALE, ASSIGNMENT AND GENERAL CONVEYANCE

BILL OF SALE, ASSIGNMENT AND GENERAL CONVEYANCE, dated this 30th day of September, 1983, from UOP INC., a Delaware corporation (hereinafter called the "Transferor"), to CLOW CORPORATION, a Delaware corporation (hereinafter called the "Transferee").

WHEREAS, the Transferor has agreed to transfer certain assets, properties and business of its Water Services Division (hereinafter called the "Division") in accordance with and upon the terms and conditions set forth in an Asset Purchase Agreement between the Transferor and the Transferee, dated August 26, 1983 (hereinafter called the "Agreement");

NOW, THEREFORE, the Transferor, pursuant to the Agreement, does hereby sell, convey, transfer, assign and deliver to the Transferee, its successors and assigns, forever, all of its right, title and interest in and to all of the "Assets" (as that term is defined in the Agreement). The assets, properties and business so hereby sold, conveyed, transferred, assigned and delivered are the following:

(a) The machinery and equipment, furniture and office equipment, test equipment, automobiles, trucks and other mobile equipment and jigs, dies and patterns, as more particularly described in Exhibit 1, Part B, of the Agreement.

(b) The patents and trademarks (U.S. and worldwide), process sheets, specifications and engineering drawings, formulae, trade secrets, know how, inventions and discoveries, and any other intangibles that may be or were required to operate the Division facility or manufacture the products of the Division, and as specifically described in Exhibit 1, Part C, of the Agreement.

(c) The equipment on loan to customers of Seller's Division as of the Closing Date, and as specifically described in Exhibit 1, Part D, of the Agreement.

(d) Those leases, customers' contracts and other contract rights of Seller, to the extent they pertain to operation of the Division facility, and as described in Exhibit 1, Part E, of the Agreement, and which Transferee, in its sole discretion, elects to assume the obligation of Transferor thereunder.

(e) The factory, manufacturing and office supplies on hand as of September 30, 1983.

(f) The raw material, work in process and finished goods inventory as the same shall exist on September 30, 1983, and as described in Exhibit 1, Part F, of the Agreement.

(g) Such other miscellaneous equipment, tangible or intangible assets used by Transferor in the operation of the Division facility not described above and as described in Exhibit 1, Part G, of the Agreement.

TO HAVE AND TO HOLD all said assets, properties and business hereby assigned, transferred and conveyed unto the Transferee, its successors and assigns, to itself and their own use and behalf forever.

Transferor hereby represents and warrants to Transferee that, except as set forth in the Agreement, Transferor is the absolute owner of all of said assets, property and rights, that said assets, property and rights are free and clear of all liens, charges, and encumbrances and that Transferor has full right, power and authority to sell said assets, property and rights and to execute and deliver this bill of sale.

The Transferor hereby constitutes and appoints the Transferee, its successors and assigns, the true and lawful attorney or attorneys of the Transferor, with full power of substitution, for the Transferor and in its name and stead or otherwise, by and on behalf of and for the benefit of the Transferee, its successors and assigns, to demand and receive from time to time any and all of the properties hereby assigned, transferred and conveyed, and to give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute in the name of the Transferor or otherwise, but at the expense and for the benefit of the Transferee, its successors and assigns, any and all proceedings at law, in equity or otherwise, which the Transferee, its successors and assigns, may deem proper in order to collect, assert or enforce any claims, right or title of any kind in and to the properties hereby assigned, transferred and conveyed, and to defend or compromise any and all actions, suits or proceedings in respect of any of said properties and to do all such acts and things in relation thereto as the Transferee, its successors or assigns, shall deem desirable; the Transferor hereby declaring that the appointment made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by the Transferor in any manner or for any reason.

The Transferor, for itself and its successors and assigns, has covenanted and by this Bill of Sale, Assignment and General Conveyance, does covenant with the Transferee, its successors and assigns will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney and assurances all without additional consideration from Transferee for the better assuring, conveying and confirming unto the Transferee, its successors and assigns, all and singular, the properties hereby assigned, transferred and conveyed as the Transferee, its successors or assigns, shall reasonably require.

In addition, Transferror agrees not to compete with Transferee in accordance with terms of the Covenant Not to Compete Agreement, which is attached and incorporated in this Bill of Sale, Assignment and General Conveyance as Exhibit A.

IN WITNESS WHEREOF, UOP INC. has caused this Bill of Sale, Assignment and General Conveyance to be executed as of the day and year first above written.

ATTEST:

UOP INC.

s/ P.J. Link  
P. J. Link  
Secretary

By s/ V. Dean Freese  
V. Dean Freese  
Executive Vice President



State of Delaware



## Office of Secretary of State

I, GLENN C. KENTON, SECRETARY OF STATE OF THE STATE OF  
DELAWARE DO HEREBY CERTIFY UOP INC. IS DULY INCORPORATED UNDER  
THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS  
A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE  
SHOW, AS OF THE DATE SHOWN BELOW.

1 1 1 1 1 1 1 1 1 1

A handwritten signature in cursive script, reading "Glenn C. Kenton".

Glenn C. Kenton, Secretary of State

AUTHENTICATION:

10064989

732560003

DATE:

09/13/1983

CERTIFICATE OF EXECUTIVE VICE PRESIDENT

I, V. Dean Freese, Executive Vice President of UOP Inc., a Delaware corporation, do hereby certify that the name of the corporation was formerly UNIVERSAL OIL PRODUCTS COMPANY and that pursuant to a resolution by the Board of Directors of UNIVERSAL OIL PRODUCTS COMPANY and approval by the stockholders of the corporation, the name of the corporation was changed to UOP Inc. effective July 15, 1975.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the corporation to be affixed this 30th day of September, 1983.

V. Dean Freese  
Executive Vice President

ATTEST:

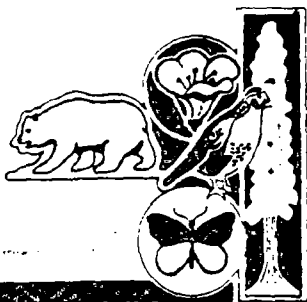
[Signature]  
Secretary  
(SEAL)

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

I, Lorraine Felde, a Notary Public in and for said County in the State aforesaid, do hereby certify that before me personally appeared V. DEAN FREESE who acknowledged having signed the foregoing instrument as Executive Vice President of UOP Inc., a corporation of the State of Delaware, for and on behalf of the said corporation.  
GIVEN under my hand and seal this 30 day of September, 1983.

(SEAL)

Lorraine Felde  
Notary Public



State  
of  
California

OFFICE OF THE SECRETARY OF STATE

# CERTIFICATE OF STATUS FOREIGN CORPORATION

*L. MARCH FONG EU, Secretary of State of the State of California, hereby certifies:*

That on the 19th day of August, 1960.

UOP INC.

a corporation organized and existing under the laws of Delaware

\_\_\_\_\_, complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in this State; and

*That the above corporation is entitled to transact intrastate business in the State of California as of the date of this certificate subject, however, to any licensing requirements otherwise imposed by the laws of this state; and*

*That no information is available in this office on the financial condition, business activity or practices of this corporation*

I further certify that the above corporation was in good standing on September 13, 1983.



IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this  
15th day of September, 1983

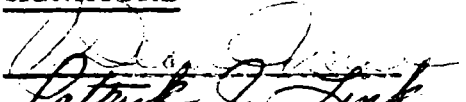
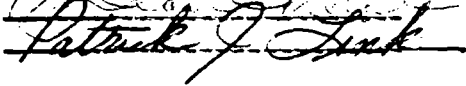
March Fong Eu

**Secretary of State**

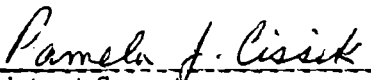
CERTIFICATE OF ASSISTANT SECRETARY

I, Pamela J. Cissik, DO HEREBY CERTIFY that I am Assistant Secretary of UOP Inc., a Delaware corporation (the "Company"), and I DO HEREBY FURTHER CERTIFY as follows:

1. This certificate is being delivered on September 15, 1983, pursuant to the provisions of the Asset Purchase Agreement, dated as of August 26, 1983 (the "Agreement"), between UOP Inc. and the Clow Corporation.
2. Attached hereto and marked "Exhibit 1" is a true and correct copy of a resolution adopted by the Board of Directors of the Company on September 12, 1983, and that said resolution is in full force and effect as of the date hereof, and has not been modified, amended, revoked or rescinded.
3. Attached hereto and marked "Exhibit 2" is a true and correct copy of the Articles of Incorporation of the Company as in effect on the date hereof.
4. Attached hereto and marked "Exhibit 3" is a true and correct copy of the By-laws of the Company as in effect on the date hereof.
5. The below-named persons have been elected, have qualified and this day are officers of the Company holding the respective offices set opposite their name, and the signatures below set opposite their names are their genuine signatures:

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
V. Dean Freese	Executive Vice President	
Patrick J. Link	Secretary	

Witness my hand and official seal of the Company, this 30th day of September, 1983.

  
Assistant Secretary  
UOP Inc.

(CORPORATE SEAL)

CONSENT ACTION

of the Board of Directors of

UOP INC.

WHEREAS, the Board has considered the Asset Purchase Agreement between the Corporation and Clow Corporation, dated August 26, 1983, concerning the sale of the assets and business of its Water Services Division (except for accounts receivable) to Clow Corporation, a copy of which Asset Purchase Agreement is annexed hereto; and

WHEREAS, the Board believes it is in the best interest of the Corporation to divest itself of the assets and business of its Water Services Division (except for accounts receivable); and

RESOLVED, that the proper officers of the Corporation are authorized to sell to Clow Corporation the assets and business of the Water Services Division (except for accounts receivable) for approximately \$1,500,000.00, adjusted in accordance with said Asset Purchase Agreement; and further

RESOLVED that the proper officers of the Corporation are authorized to execute and deliver on behalf of the Corporation all necessary implementing agreements and documents (as approved by Counsel for the Corporation) to complete the sale of the Water Services Division.

Exhibit 2

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CERTIFICATE OF INCORPORATION

of

UOP Inc.

*As amended through May 26, 1978*

---

# CERTIFICATE OF INCORPORATION

of

UOP Inc.

We, the undersigned, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware, being Chapter 1 of Title 8 of the Delaware Code of 1953, do hereby certify as follows:

FIRST: The name of the Corporation is

UOP INC.

SECOND: The principal office or place of business of the Corporation in the State of Delaware is to be located at No. 100 West Tenth Street, in the City of Wilmington, County of New Castle. The name and post office address of its resident agent in the State of Delaware is The Corporation Trust Company, No. 100 West Tenth Street, Wilmington, Delaware.

THIRD: The nature of the business of the Corporation and the objects or purposes to be transacted, promoted or carried on are as follows:

(1) To acquire by purchase, subscription, contract or otherwise, to hold for investment or otherwise, to sell, exchange, mortgage, pledge or otherwise dispose of or turn to account, and generally to deal in and with any and all kinds of securities issued or created in any and all parts of the world by corporations, associations, partnerships, firms, trustees, syndicates, individuals, governments, states, municipalities or other political or governmental divisions or subdivisions, or by any combinations, organizations or entities whatsoever, irrespective of their form or the name by which they may be described, and to issue in exchange therefor or in payment thereof, in any manner permitted by law and by this certificate of incorporation, its own securities of any kind, or to make payment therefor by any other lawful means of payment whatsoever; to exercise any and all rights, powers, and privileges of individual ownership or interest in respect of any and all such securities, including the right to vote thereon and to consent and otherwise act with respect thereto; to do any and all acts and things for the preservation, protection, improvement and enhancement in value of any and all such securities, and to aid by loan, subsidy, guaranty or otherwise those issuing, creating, or responsible for any such securities or evidences of interest therein; to acquire or become interested in any such securities, as aforesaid, by original subscription, underwriting, loan, participation in syndicates or otherwise, irrespective of whether or not such securities be fully paid or subject to further payments; and to make payments thereon as called for or in advance of calls or otherwise, and to underwrite or subscribe for the same conditionally or otherwise and either with a view to investment or for re-sale or for any other lawful purpose. The term "securities" shall for the purposes of this Article Third, without limitation of the generality thereof, be deemed to include any stocks, shares, bonds, debentures, notes, mortgages or other obligations, and any certificates, receipts or other instruments representing rights to receive, purchase or subscribe for the same, or representing any other rights or interests therein or in any property or assets.

(2) To purchase, hold, cancel, reissue, sell, exchange, transfer or otherwise deal in its own securities, including shares of its capital stock of any class, from time to time to such an extent and in such manner and upon such terms as the Board of Directors shall determine; provided that this Corporation shall not use its funds or property for

the purchase of its own shares of capital stock when such use would cause any impairment of its capital; and provided further that shares of its own capital stock belonging to this Corporation shall not be voted upon directly or indirectly.

(3) To promote or aid in any manner, financially or otherwise, any corporation, association, partnership, firm, trustee, syndicate, individual, government or political subdivision thereof, in which this Corporation may be or become interested directly or indirectly and for this purpose, to endorse or guarantee the payment of principal, interest or dividends upon, and to guarantee the performance of sinking fund or other obligations in respect of, any securities issued, and to guarantee in any way permitted by law the performance of any of the contracts or other undertakings incurred, by said entities.

(4) To acquire by purchase, subscription, underwriting or otherwise, and to own, hold for investment or otherwise, and to use, sell, assign, transfer, mortgage, pledge, exchange or otherwise dispose of real and personal property of every sort and description and wheresoever situated, including shares of stock, bonds, debentures, notes, scrip, securities, evidences of indebtedness, contracts or obligations of any corporations, associations or trust estates, domestic or foreign, or of any firm or individual or of the United States or any state, territory or dependency of the United States or any foreign country, or any municipality or local authority within or without the United States, and also to issue in exchange therefor stocks, bonds or other securities or evidences of indebtedness of the Corporation, and, while the owner or holder of any such property, to receive, collect and dispose of the interest, dividends and income on or from such property and to possess and exercise in respect thereto all of the rights, powers and privileges of ownership, including all voting power thereon.

(5) To carry on the business of general brokers, dealers and underwriters in stocks, bonds, securities, mortgages and other choses in action, including the acquisition thereof by original subscription, underwriting or otherwise howsoever; to make investments in such property; and to hold, manage, mortgage, pledge, sell and dispose of the same in like manner as individuals may do.

(6) To buy, sell and otherwise deal in notes, open accounts and other similar evidences of indebtedness and to loan money and to take notes, open accounts and other similar evidences of indebtedness as collateral security therefor.

(7) To borrow money and to issue bonds, promissory notes, bills of exchange, debentures, and other obligations and evidences of indebtedness, whether secured by mortgage, pledge or otherwise, or unsecured, for money borrowed or in payment for property purchased or acquired or for any other lawful object; to mortgage or pledge all or any part of its properties, rights, interests and franchises, including any or all shares of stocks, bonds, debentures, notes, scrip or other obligations or evidences of indebtedness at any time owned by it; to confer upon the holders of any bonds, promissory notes, bills of exchange, debentures or other obligations or evidences of indebtedness of the Corporation, secured or unsecured, the right to convert the same into any series of any class of stock of the Corporation now or hereafter authorized.

(8) To guarantee or assume the payment of any dividends upon any capital stock and to assume or guarantee by endorsement or otherwise the principal or interest, or both, of any bonds, debentures, notes, scrip or other obligations or evidences of indebtedness, or the performance of any contract or obligations, of any other corporation, trust estate or association, domestic or foreign, or of any firm or individual in which it may have a lawful interest, in so far as and to the extent that such guaranty may be permitted by law.



(9) To apply for, register, obtain, purchase, lease, take licenses in respect of or otherwise acquire, and to hold, own, use, operate, develop, enjoy, turn to account, grant licenses and immunities from suits for infringement in respect of, manufacture under and to introduce, sell, assign, mortgage, pledge or otherwise dispose of, and, in any manner deal with and contract with reference to:

(a) inventions, devices, formulae, processes and any improvements and modifications thereof;

(b) letters patent, patent rights, patented processes, copyrights, designs and similar rights, trademarks, trade symbols and other indications of origin and ownership granted by or recognized under the laws of the United States of America or of any state or subdivision thereof, or of any foreign country or subdivision thereof, and all rights connected therewith or appertaining thereunto;

(c) franchises, licenses, grants and concessions.

(10) To conduct and carry on any experimental and research work in chemical, engineering and other scientific fields.

(11) To render to any person, firm, association or corporation engaged in any lawful adventure, enterprise or business, services of an engineering, scientific, business or technical nature, or concerned with the management, production or sale of any patent, process, or business program.

(12) To acquire, engage in, carry on and dispose of any kind of manufacturing, mercantile, or mining business, and to engage in agriculture or in the promotion of any real estate development.

(13) To create, manufacture, purchase or otherwise acquire, hold, own, mortgage, pledge, sell or otherwise dispose of, invest, trade and deal in goods, wares and merchandise of every character, and interests, rights and other property, of every description, either real, personal or mixed.

(14) To prospect, explore for, drill for, discover, extract, produce, mine, mill, separate, convert, smelt, refine, distill, concentrate, synthesize, reduce, treat, manufacture, recycle, process, reprocess, store, purchase or otherwise acquire, sell, transport, distribute, market, handle and otherwise deal in, dispose of or turn to account oil, petroleum and petroleum products of all kinds and grades, natural gas, coal, asphaltum, bitumen and bituminous substances of all kinds, carbon and hydrocarbon substances and products and by-products of all kinds, gold, silver, phosphates, iron, nitrates, copper and all other volatile or mineral substances, either in natural form or in any altered or manufactured form, and in any place.

(15) To construct, build, purchase, lease or otherwise acquire, equip, hold, own, improve, develop, manage, maintain, control, operate, lease, mortgage, create liens upon, sell, convey or otherwise dispose of and turn to account:

(a) plants, refineries, pipe lines, transmission lines, pumping stations, terminals, storage plants, machinery, works, implements and things or property, real and personal, of every kind and description, and all appurtenances relative thereto;

(b) railroads and railway plants, properties, equipment, franchises, appurtenances and rights (whether operated by steam, electric, gasoline, or any other power), and any other roads and means of transportation, and all appurtenances thereof; provided that such business is to be carried on only in states and jurisdictions when and where permissible under the laws thereof; and, either in connection with or independently of such railroads, to engage in the business of the carriage of passengers and freight upon the high seas, between foreign ports, between ports

of the United States of America, between any port or ports of the United States of America and any foreign port or ports, and upon any other waters;

(c) ships, tugs, boats, barges, tankers, floats and vessels (whether operated by steam, electric, gasoline, or any other power), docks, wharves, dry docks, repair shops, elevators, piers, terminals, warehouses and storage plants, facilities, connections and installations;

(d) public and private works and conveniences of every kind, including but without limiting the generality thereof, roads, tramways, bridges, canals, gas works and distributing plants, reservoirs, dams, embankments, irrigation systems, sewage plants, reclamation, storage, drainage, sanitary and water works and electric light, telephone, telegraph and heat, light and power plants and systems, and also hotels, warehouses, markets, dwelling houses and private and public buildings, plants for building and repairing ships, vessels and boats of all kinds, and all appliances and appurtenances thereof, and all other works, conveniences and institutions of public or private utility or use.

(16) To engage in any business relating, directly or indirectly, to the discovery, development, production, use or application of nuclear, fissionable, fusionable or radioactive materials and atomic energy, whether now known or hereafter invented or discovered.

(17) To acquire, by lease, purchase, contract, concession or otherwise, and to own, explore, exploit, develop, improve, operate, lease, enjoy, control, manage or otherwise turn to account, and to mortgage, grant, sell, exchange, convey or otherwise dispose of, any and all kinds of real estate, lands, leaseholds, options, concessions, grants, land patents, oil leases, oil royalties, gas leases, franchises, deposits, mines, quarry locations, claims, rights, privileges, licenses, easements, tenements, estates, hereditaments, interests and properties of every description and nature whatsoever both within and outside of the State of Delaware.

(18) To transact a general real estate agency and brokerage business and to act as agents, brokers or attorneys in fact for any persons, firms, or corporations in buying, selling and dealing in real property and any and every estate or interest therein.

(19) To make, enter into and carry out any arrangements with any domestic or foreign, governmental, municipal or public authority or with any corporation, association, firm, syndicate, entity or individual, domestic or foreign, and to obtain therefrom or otherwise to acquire by purchase, lease, assignment or otherwise any powers, rights, privileges, immunities, franchises, guaranties, grants and concessions; to acquire, hold, own, exercise, exploit, dispose of and realize upon the same, and to undertake and prosecute any business dependent thereon.

(20) To carry on the business of trucking, warehousing and storage, including the storage of all kinds of goods, wares and merchandise, the issue of storage and warehouse receipts, negotiable and non-negotiable, covering all kinds of goods, wares and merchandise.

(21) To acquire, organize, assemble, develop, build-up and operate constructing, producing, booking, servicing, supplying, and operating, and other organizations and systems and to hire, sell, lease, exchange, turn over, deliver and dispose of such organizations, in whole or in part, and as going organizations and systems and otherwise, and to enter into and perform contracts, agreements and undertakings of any kind in connection with any or all of the foregoing purposes.

(22) To lend its uninvested funds from time to time to such extent and to such persons, firms, associations, corporations, syndicates, governments or subdivisions thereof, and on such terms and on such security, if any, as the Board of Directors may determine.

(23) To acquire by purchase, exchange or otherwise, all, or any part of, or any interest in, the properties, assets, business and good will of any one or more persons, firms, associations, corporations or syndicates; to pay for the same in cash, property or its own or other securities; to hold, operate, reorganize, liquidate, sell or in any manner dispose of the whole or any part thereof; and in connection therewith, to assume or guarantee performance of any liabilities, obligations or contracts of such persons, firms, associations, corporations or syndicates, and to conduct in any lawful manner the whole or any part of any business thus acquired.

(24) To cause to be formed, merged, reorganized or liquidated, and to promote, take charge of and aid in any way permitted by law, the formation, merger, liquidation or reorganization of any corporation, association, syndicate or organization of any kind, domestic or foreign, and to form, organize, promote, manage, control and maintain and dissolve, merge or consolidate one or more corporations in any of the securities of which this Corporation may be or become interested.

(25) To organize or cause to be organized under the laws of the State of Delaware, or of any other state, district, territory, nation, colony, province or government, a corporation or corporations for the purpose of accomplishing any or all of the objects for which this Corporation is organized, and to dissolve, wind up, liquidate, merge or consolidate any such corporation or corporations or to cause the same to be dissolved, wound up, liquidated, merged or consolidated.

(26) To carry out all or any of the foregoing objects and purposes in the State of Delaware and in any other country, state or locality, as principal or agent and alone or with associates as a member of, or as the owner or holder of any stock of, or any shares or interest in, any firm, association, trust, corporation or syndicate, and to conduct its business in all of its branches without restrictions or limit as to extent and to have one or more offices out of the State of Delaware.

(27) To do all and everything necessary and proper for the accomplishment of the objects herein enumerated or necessary or incidental to the protection and benefit of the Corporation, and in general to carry on any lawful business necessary or incidental to the attainment of the purposes of the Corporation, whether such business is similar in nature to the objects and powers hereinabove set forth, or otherwise; but nothing herein contained is to be construed as giving the Corporation the power of issuing bills, notes or other evidences of debt for circulation as money, or the power of carrying on the business of receiving deposits of money, or the business of buying gold or silver bullion or foreign coins, or the business of constructing, maintaining and operating public utilities within the State of Delaware.

(28) To do any or all things herein set forth to the same extent as natural persons might or could do, as principal, agent, contractor or otherwise, and either alone or in conjunction with one or more other persons, firms, associations, trust estates or corporations.

(29) To conduct its business and promote its objects in the State of Delaware, other States, the District of Columbia, the territories and colonies of the United States and in foreign countries, without restriction as to place or amount, and to have one or more offices without as well as within the State of Delaware and to hold, purchase, mortgage and convey real or personal property without as well as within the State of Delaware, and to execute from time to time such general or special powers of attorney, and to such persons as the Board of Directors may approve, granting to such persons all powers, either in the United States of America or in any other country, state or locality which the Board of Directors may deem proper, and to revoke such powers of attorney as and when the Board of Directors may desire.

The foregoing clauses shall be construed as objects, purposes and powers, and it is hereby expressly provided that the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the powers of the Corporation.

Only the business for which a corporation may be formed under the provisions of the General Corporation Law of the State of Delaware may be conducted by this Corporation.

FOURTH: The total number of shares of stock which this Corporation shall have authority to issue is one thousand (1,000) shares of Common Stock, \$2.00 par value.

FIFTH: The names and places of residence of each of the incorporators are as follows:

<u>Name</u>	<u>Place of Residence</u>
Fifield Workum	Hook Road, Bedford, New York
Eliot B. Weathers	2 Popham Place, Scarsdale, New York
John C. Meleney	47 Burnside Drive, Hastings-on-Hudson, New York

SIXTH: The Corporation is to have perpetual existence.

SEVENTH: The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatsoever.

EIGHTH: All corporate powers shall be exercised by the Board of Directors, except as otherwise provided by statute or by this Certificate of Incorporation.

Elections of directors need not be by ballot. Any director may be removed, whether cause shall be assigned for such removal or not, and his place filled at any meeting of the stockholders by the vote of a majority of the outstanding stock of the Corporation entitled to vote. Vacancies in the Board of Directors (except vacancies arising from the removal of directors) and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum.

IN FURTHERANCE AND NOT IN LIMITATION OF THE POWERS CONFERRED BY STATUTE, THE BOARD OF DIRECTORS IS EXPRESSLY AUTHORIZED:

(a) To fix, determine and vary from time to time the amount to be maintained as surplus and the amount or amounts to be set apart as working capital.

(b) To set part out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and/or to abolish any such reserve in the manner in which it was created.

(c) To make, amend, alter, change, add to or repeal by-laws for the Corporation without any action on the part of the stockholders. The by-laws made by the directors may be amended, altered, changed, added to or repealed by the stockholders.

(d) To authorize and cause to be executed mortgages and liens, without limit as to amount, upon the real and personal property of the Corporation, including after-acquired property.

(e) From time to time to determine whether and to what extent, at what time and place, and under what conditions and regulations the accounts and books of the Corporation or any of them shall be open to the inspection of any stockholders; and no stockholder shall have any right to inspect any account or book or document of the Corporation except

as conferred by statute or by-laws or as authorized by a resolution of the stockholders or Board of Directors.

(f) To authorize the payment of compensation to the directors for services to the Corporation, including fees for attendance at meetings of the Board of Directors, of the Executive Committee, and of other committees, and to determine the amount of such compensation and fees.

NINTH: A director of the Corporation shall not be disqualified by his office from dealing or contracting with the Corporation either as a vendor, purchaser or otherwise, nor shall any transaction or contract of the Corporation be void or voidable by reason of the fact that any director or any firm of which any director is a member or any corporation of which any director is a shareholder, officer or director, is in any way interested in such transaction or contract, provided that such transaction or contract is or shall be authorized, ratified or approved either (1) by a vote of a majority of a quorum of the Board of Directors or of the Executive Committee, without including in such majority or quorum any director so interested or member of a firm so interested, or a shareholder, officer or director of a corporation so interested, or (2) by the written consent of the holders of record of a majority of all the outstanding shares of stock of the Corporation entitled to vote or the affirmative vote of the holders of a majority of stock of the Corporation represented at any meeting at which a quorum is present, nor shall any director be liable to account to the Corporation for any profits realized by or from or through any such transaction or contract of the Corporation authorized, ratified or approved as aforesaid by reason of the fact that he, or any firm of which he is a member or any corporation of which he is a shareholder, officer or director was interested in such transaction or contract. Nothing herein contained shall create liability in the events above described or prevent the authorization, ratification or approval of such transactions or contracts in any other manner permitted by law.

Any contract, transaction or act of the Corporation or of the Board of Directors which shall be ratified by the affirmative vote of the holders of a majority of the stock of the Corporation represented at any meeting at which a quorum is present and which is called for that purpose, shall be as valid and binding as though ratified by every stockholder of the Corporation; provided, however, that any failure of the stockholders to approve or ratify such contract, transaction or act, when and if submitted, shall not be deemed in any way to invalidate the same or to deprive the Corporation, its directors or officers of their right to proceed with such contract, transaction or action.

TENTH: Any property of the Corporation not essential to the conduct of its corporate business may be sold, leased, exchanged or otherwise disposed of by authority of its Board of Directors and the Corporation may sell, lease or exchange all of its property and assets, including its good-will and its corporate franchises, upon such terms and conditions and for such consideration, which may be in whole or in part shares of stock in, and/or other securities of, any other corporation or corporations, as its Board of Directors shall deem expedient and for the best interests of the Corporation, when and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power given at a stockholders' meeting duly called for that purpose, or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding.

ELEVENTH: Upon the written consent or vote of the holders of a majority in aggregate number of the shares of stock of the Corporation then outstanding and entitled to vote, every statute of the State of Delaware (a) increasing, diminishing, or in any way affecting the rights, powers or privileges of stockholders of corporations organized under the general laws of said State, or (b) giving effect to the action taken by any part, less than all, of the stockholders of any such corporation, shall be binding upon the Corporation and every

stockholder thereof, to the same extent as if such statute had been in force at the date of the making, filing and recording of this Certificate of Incorporation of the Corporation.

**TWELFTH:** Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this Corporation under the provisions of section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation as the case may be, and also on this Corporation.

**THIRTEENTH:** 1. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

2. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

3. To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs (1) and (2), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

4. Any indemnification under paragraphs (1) and (2) (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs (1) and (2). Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the stockholders.

5. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Article.

6. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. Notwithstanding any other provisions set forth in this Section, the indemnification authorized and provided hereby shall be applicable only to the extent that any such indemnification shall not duplicate indemnity or reimbursement which such person has received or shall receive otherwise than under this Article.

7. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article or otherwise.

8. This Article shall be interpreted to provide indemnification to the fullest extent permitted by law. If any part of this Article shall be found to be invalid or ineffective in any action, suit or proceeding, the validity and the effect of the remaining parts shall not be affected.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 20th day of October, 1958.

FIFIELD WORKUM	(L.S.)
ELIOT B. WEATHERS	(L.S.)
JOHN C. MELENEY	(L.S.)

STATE OF NEW YORK }  
COUNTY OF NEW YORK } SS.:

BE IT REMEMBERED that on the 20th day of October, 1958, personally came before me Roberta Hayhurst, a Notary Public in and for the State and County aforesaid, FIFIELD WORKUM, ELIOT B. WEATHERS and JOHN C. MELENEY, parties to the foregoing Certificate of Incorporation, known to me personally to be such, and acknowledged the said Certificate to be the act and deed of the said signers and that the facts therein stated are truly set forth.

GIVEN under my hand and seal of office the day and year aforesaid.

ROBERTA HAYHURST  
Notary Public

ROBERTA HAYHURST  
NOTARY PUBLIC  
STATE OF NEW YORK

ROBERTA HAYHURST  
Notary Public, State of New York  
No. 24-1722700 Qualified in Kings Co.  
Cert. Filed in New York County  
Commission expires March 30, 1959

Filed: Office of Secretary of State 9:00 A.M. October 21, 1958.

Recorded: Office of Recorder of Deeds for New Castle County October 21, 1958.

Article Fourth amended January 27, 1959, to decrease the authorized amount of Capital Stock from 7,500,000 to 3,053,000 shares.

Name of Corporation changed February 11, 1959, from "Universal Oil Processes, Inc." to "Universal Oil Products Company."

Article Fourth amended May 8, 1962, to increase the authorized amount of Capital Stock from 3,053,000 to 4,000,000 shares (effective June 4, 1962).

Article Fourth amended May 9, 1967, to increase the authorized amount of Capital Stock from 4,000,000 to 6,000,000 shares (effective May 19, 1967).

Article Fourth amended May 14, 1968, to increase the authorized amount of Capital Stock from 6,000,000 to 15,000,000 shares and to change each of the shares issued as of May 14, 1968 into two shares (effective May 14, 1968).

Article Fourth amended May 13, 1969, to authorize the issuance of 1,500,000 shares of preferred stock (effective May 19, 1969).

Article Thirteenth amended May 13, 1969, to authorize the indemnification of directors, officers, employees and agents of the Corporation (effective May 19, 1969).

Article First amended July 15, 1975, to change the name of the Corporation from Universal Oil Products Company to UOP Inc.

Article Fourth amended May 26, 1978, by deleting article in its entirety and in lieu thereof authorizing the issuance of 1,000 shares of Common Stock, \$2.00 par value.



**BY-LAWS**

**of**

**UOP Inc.**

***As Amended through October 17, 1975***

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## BY-LAWS

of

UOP Inc.

SECTION 1. In addition to its principal office in the State of Delaware, the Corporation may also have offices at such other places within or without the State of Delaware as the Board of Directors shall from time to time determine.

SECTION 2. Meetings of the stockholders and meetings of the Board of Directors may be held at any place or places within or without the State of Delaware.

SECTION 3. The annual meeting of the stockholders of the Corporation for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held at the office of the Corporation in Chicago, Illinois, or at such other place in Chicago, Illinois, as may be determined by the Board of Directors and stated in the notice of such meeting, at 11:00 o'clock in the forenoon, on the second Tuesday of May in each year, unless such day is a legal holiday, in which case such meeting shall be held on the first day thereafter which is not a legal holiday.

SECTION 4. Special meetings of the stockholders of the Corporation may be held, upon call of the Chairman of the Board of Directors, the President, the Board of Directors, the Executive Committee or of the stockholders holding one-fourth of the outstanding capital stock having voting power. Such call shall state the time, place and purposes of the meeting.

SECTION 5. Notice of the time and place of every meeting of stockholders and of the business to be acted on at such meeting shall be mailed by the Secretary or an Assistant Secretary, at least ten days before the meeting, to each stockholder of record having voting power and entitled to such notice at his last known post office address; provided, however, that if a stockholder be present at a meeting, or in writing waive notice thereof before or after the meeting, notice of the meeting to such stockholder shall be unnecessary.

SECTION 6. The holders of a majority of the stock of the Corporation having voting power present in person or by proxy shall constitute a quorum, but less than a quorum shall have power to adjourn any meeting from time to time without notice. The holders of a majority of the stock present and entitled to vote at a duly qualified meeting of stockholders shall have power to act.

SECTION 7. At every meeting of stockholders each stockholder entitled to vote thereat shall be entitled to one vote for each share of stock held by him, and may vote and otherwise act in person or by proxy; but no proxy shall be voted upon more than three (3) years after its date unless such proxy provides for a longer period. Notwithstanding the foregoing, a proxy shall be voted only at one meeting of stockholders and any adjournment or adjournments thereof.

SECTION 8. At least ten days before each election of directors a complete list, arranged in alphabetical order, of the stockholders entitled to vote at the election shall be prepared and filed in the office where the election is to be held and shall, during the usual hours of business, for said ten days, and during the election, be open to the examination of any stockholder.

SECTION 9. Certificates of stock shall be of such form and device as the Board of Directors may elect and shall be signed by the Chairman of the Board of Directors or the President or a Vice-President and the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary, but where any such certificate is signed by a registrar on behalf of the Corporation, any other signature on the certificate may be facsimile, engraved or printed.

SECTION 10. The stock of the Corporation shall be transferable or assignable only on the books of the Corporation by the holders in person, or by attorney, on the surrender of the certificates therefor, with an assignment and power of attorney endorsed thereon or attached thereto, duly executed, with such proof or a guarantee of the authenticity of the signature as the Corporation or its agents may reasonably require. Lost or destroyed certificates may be replaced in accordance with such regulations as the Board of Directors may prescribe. The Board of Directors may appoint one or more transfer agents and registrars of the stock.

SECTION 11. The Board of Directors is hereby authorized to fix in advance a date, not exceeding sixty (60) days nor less than ten (10) days preceding the date of any meeting of stockholders or the date for the payment of any dividend or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining the consent of stockholders for any purpose, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting, or entitled to receive payment of any dividends, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to give such consent, and in such case such stockholders and only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation.

SECTION 12. The Chairman of the Board, or a person appointed by the Chairman of the Board, shall act as Chairman of every meeting of stockholders, and the Secretary of the Corporation shall act as Secretary of the meeting. In the absence of any such person at such meeting, the stockholders present at the meeting shall appoint a Chairman or a Secretary of the meeting, as the case may be.

SECTION 13. (a) The affairs of the Corporation shall be managed by a Board consisting of not less than three (3) or more than fourteen (14) directors, who shall be elected for the term of one (1) year by the stockholders entitled to vote at each annual election and shall hold office until their successors are elected and shall have qualified or until they shall die or resign.

(b) Vacancies in the Board of Directors, including vacancies in the Board of Directors resulting from any increase in the number of directors, may be filled by a majority of the directors.

SECTION 14. (a) Meetings of the Board of Directors shall be held at the times fixed by resolutions of the Board or upon call of the Chairman of the Board, the President or any two directors and may be held outside of the State of Delaware. The Secretary or officer performing his duties shall give reasonable notice (which need not in any event exceed two (2) days) of all meetings of directors, provided that a meeting may be held without notice immediately after the annual election, and notice need not be given of regular meetings held at times fixed by resolution of the Board. Meetings may be held at any time without notice if all the directors are present or if those not present waive notice either before or after the meeting. Notice by mail or telegraph to the usual business or residence address of the directors not less than the time above specified before the meeting shall be sufficient. A majority of the directors then in office shall constitute a quorum and the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. Less than such a quorum shall have power to adjourn any meeting from time to time without notice.

(b) The Chairman of the Board, or a director appointed by the Chairman of the Board, shall act as Chairman of every meeting of the Board of Directors, and the Secretary of the

Corporation shall act as Secretary of the meeting. In the absence of any such person at such meeting, the directors present at the meeting shall appoint a Chairman or Secretary of the meeting, as the case may be.

SECTION 15. The Board of Directors shall have power to authorize the payment of compensation to the directors for services to the Corporation, including fees for attendance at meetings of the Board of Directors, of the Executive Committee and of other committees and to determine the amount of such compensation and fees.

SECTION 16. The Board of Directors, as soon as may be after the election of directors in each year, may appoint one of their number Chairman of the Board, one of their number Vice-Chairman of the Board and shall appoint one of their number President of the Corporation, and shall also appoint one or more Vice-Presidents, a Secretary and a Treasurer, and shall from time to time appoint such other officers as they may deem proper.

SECTION 17. The term of office of all officers shall be until the next election of directors and until their respective successors are chosen and qualified, or until they shall die or resign, but any officer may be removed from office at any time by the Board of Directors. Vacancies in any office may be filled by the Board at any meeting.

SECTION 18. The officers of the Corporation shall have such powers and duties as usually pertain to their offices, except as modified by the Board of Directors, and shall also have such powers and duties as may from time to time be conferred upon them by the Board of Directors.

SECTION 19. The Board of Directors may, by a resolution passed by a majority of the whole Board, appoint an Executive Committee, to consist of the Chairman of the Board, the President and such number of the directors as the Board may from time to time determine, which shall have and may exercise during the intervals between the meetings of the Board all the powers vested in the Board except the powers to fill vacancies in the Board, power to change the membership of or fill vacancies in said Committee and the power to change the By-laws. The Board shall have the power at any time to change the membership of such Committee and to fill vacancies in it. The Executive Committee may make rules for the conduct of its business and may appoint such committees and assistants as it may deem necessary. A majority of the members of said Committee shall constitute a quorum.

SECTION 20. The Board of Directors is authorized to select such depositaries as it shall deem proper for the funds of the Corporation. All checks and drafts against such deposited funds shall be signed and countersigned by persons to be specified by the Board of Directors.

SECTION 21. The corporate seal of the Corporation shall be in such form as the Board of Directors shall prescribe.

SECTION 22. Either the Board of Directors or the stockholders may alter or amend these By-laws at any meeting duly held.

SECTION 23. (a) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

(c) To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under subsections (a) and (b) (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in subsections (a) and (b). Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders.

(e) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Section.

(f) The indemnification provided by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. Notwithstanding any other provisions set forth in this Section, the indemnification authorized and provided hereby shall be applicable only to the extent that any such indemnification shall not

duplicate indemnity or reimbursement which such person has received or shall receive otherwise than under this Section.

(g) The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Section or otherwise.

(h) This Section shall be interpreted to provide indemnification to the fullest extent permitted by law. If any part of this Section shall be found to be invalid or ineffective in any action, suit or proceeding, the validity and the effect of the remaining parts shall not be affected.

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SECTION 16 amended September 22, 1964, to include the office of Vice-Chairman of the Board.

SECTION 9 amended October 27, 1964, effective as of October 1, 1964, to include the Chairman of the Board of Directors.

SECTION 23 added as a new section, effective June 25, 1968.

SECTION 11 amended December 19, 1968.

SECTION 14 amended December 19, 1968 by adding new paragraph (b).

SECTION 9 amended June 24, 1969.

SECTION 13 amended May 13, 1975.

SECTION 13 amended October 17, 1975.

State of Delaware



Office of Secretary of State

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I, GLENN C. KENTON, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO  
HEREBY CERTIFY THAT CLOW CORPORATION IS DULY INCORPORATED UNDER THE LAWS OF  
THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE  
EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE DATE BELOW  
SHOWN.

A handwritten signature of Glenn C. Kenton in dark ink, written over a horizontal line.

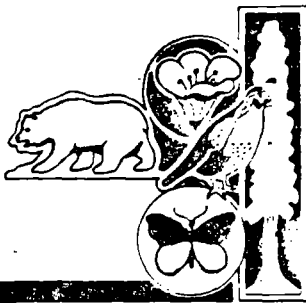
Glenn C. Kenton, Secretary of State

AUTHENTICATION:

A handwritten signature, likely "J. Ward", in dark ink, written over the word "AUTHENTICATION:".

DATE: 09/07/1983

832490238



# State of California

OFFICE OF THE SECRETARY OF STATE

## CERTIFICATE OF STATUS FOREIGN CORPORATION

*J. MARCH FONG EU, Secretary of State of the State of California, hereby certify.*

That on the 12th day of July, 19 68,

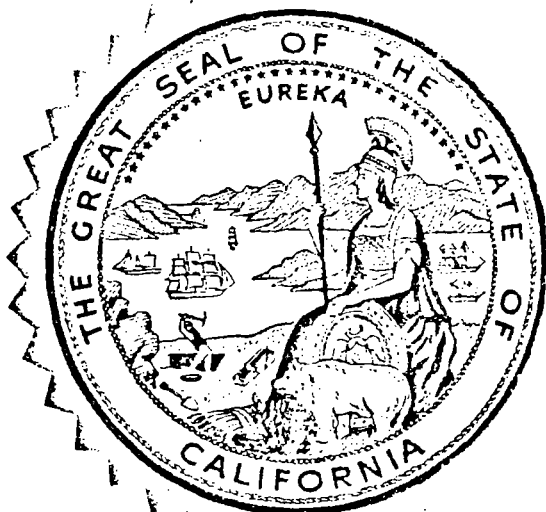
CLOW CORPORATION

a corporation organized and existing under the laws of the state of

Delaware, complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in this State; and

*That the above corporation is entitled to transact intrastate business in the State of California as of the date of this certificate subject, however, to any licensing requirements otherwise imposed by the laws of this state; and*

*That no information is available in this office on the financial condition, business activity or practices of this corporation*



IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this  
12th day of September, 1983

*March Fong Eu*

Secretary of State





## CERTIFICATE

I, Donald E. Engel, Assistant Secretary of Clow Corporation, a Delaware corporation, do hereby certify that the attached are true and correct copies of Clow Corporation's By-laws and restated Certificate of Incorporation as currently in full force and affect.

IN WITNESS WHEREOF, I have subscribed my name as Assistant Secretary and have caused the corporate seal of said corporation to be affixed hereto this 30th day of September, 1983.

  
Assistant Secretary

RESTATED CERTIFICATE OF INCORPORATION  
OF  
CLOW CORPORATION

Clow Corporation, a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is Clow Corporation.

The date of filing its original Certificate of Incorporation with the Secretary of State was February 21, 1955 under the name "Wolc Pipe Company," changed to "James B. Clow & Sons, Inc." June 30, 1955, and to "Clow Corporation" May 1, 1967.

2. This Restated Certificate of Incorporation only restates and integrates and does not further amend the provisions of the Certificate of Incorporation of this corporation as heretofore amended or supplemented and there is no discrepancy between those provisions and the provisions of this Restated Certificate of Incorporation.

3. The text of the Certificate of Incorporation as amended or supplemented heretofore is hereby restated without further amendments or changes to read as herein set forth in full:

FIRST. The name of the corporation is Clow Corporation.

SECOND. Its principal office in the State of Delaware is located at No. 100 West Tenth Street, in the City of Wilmington, County of New Castle. The name and address of its resident agent is The Corporation Trust Company, No. 100 West Tenth Street, Wilmington 99, Delaware.

THIRD. The nature of the business, or objects or purposes to be transacted, promoted or carried on are:

To manufacture, buy, sell and deal in and with cast iron pipe, and valves and fittings.

To manufacture, purchase or otherwise acquire, invest in, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade, deal in and deal with goods, wares and merchandise and personal property of every class and description.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes; copyrights, trademarks and trade names, relating to or useful in connection with any business of this corporation.

To acquire by purchase, subscription or otherwise, and to receive, hold, own, guarantee, sell, assign, exchange, transfer, mortgage, pledge or otherwise dispose of or deal in and with any of the shares of the capital stock, or any voting trust certificates in respect of the shares of capital stock, scrip, warrants, rights, bonds, debentures, notes, trust receipts, and other securities, obligations, choses in action and evidences of indebtedness or interest issued or created by any corporations, joint stock companies, syndicates, associations, firms, trusts or persons, public or private, or by the government of the United States of America, or by any

foreign government, or by any state, territory, province, municipality or other political subdivision or by any governmental agency, and as owner thereof to possess and exercise all the rights, powers and privileges of ownership, including the right to execute consents and vote thereon, and to do any and all acts and things necessary or advisable for the preservation, protection, improvement and enhancement in value thereof.

To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, county, state, body politic or government or colony or dependency thereof.

To borrow or raise moneys for any of the purposes of the corporation and, from time to time without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

To loan to any person, firm or corporation any of its surplus funds, either with or without security.

To purchase, hold, sell and transfer the shares of its own capital stock; provided it shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital except as otherwise permitted by law, and provided further that shares of its own capital stock belonging to it shall not be voted upon directly or indirectly.

To have one or more offices, to carry on all or any of its operations and business and without restriction or limit as to amount to purchase or otherwise acquire, hold, own, mortgage, sell, convey or otherwise dispose of, real and personal property of every class

and description in any of the states, districts, territories or colonies of the United States, and in any and all foreign countries, subject to the laws of such state, district, territory, colony or country.

In general, to carry on any other business in connection with the foregoing, and to have and exercise all the powers conferred by the laws of Delaware upon corporations formed under the General Corporation Law of the State of Delaware, and to do any or all of the things hereinbefore set forth to the same extent as natural persons might or could do.

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in this certificate of incorporation, but the objects and purposes specified in each of the foregoing clauses of this article shall be regarded as independent objects and purposes.

FOURTH. The total number of shares of capital stock that may be issued by the corporation is 4,605,600 of which 5,600 shares, par value \$100 per share, shall be 7% Cumulative First Preferred Stock (hereinafter in this Article FOURTH referred to as First Preferred Stock), 600,000 shares, par value \$1.00 per share, shall be Series Preferred Stock, and 4,000,000 shares, par value \$6.25 per share, shall be Common Stock.

Shares of the stock of any class of the corporation may be issued by the corporation from time to time for such consideration, not less than the par value thereof, as may be fixed from time to time by the board of directors, and any and all such shares so issued, the full consideration for which shall have been paid or delivered, shall be deemed fully paid and nonassessable stock and not liable to any further call or assessment thereon.

The number of authorized shares of any class or classes may be increased or decreased by the affirmative vote of the holders of a majority of the stock of the corporation entitled to vote.

A description of the First Preferred Stock and Series Preferred Stock and a statement of the designations and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof, in respect of each of such classes of stock are as follows:

PART I. Provisions Applicable to 7% Cumulative First Preferred Stock

- A. The holders of the First Preferred Stock shall be entitled to receive, when and as declared by the board of directors of the corporation, out of any assets of the corporation available for dividends pursuant to the laws of the State of Delaware, preferential dividends at the rate of seven per centum (7%) per annum and no more, payable semi-annually on the first days of February and August in each year before any dividend shall be declared or paid upon or set apart for the Series Preferred Stock and Common Stock. Such dividends upon the First Preferred Stock shall be cumulative from the first day of February 1955 so that if dividends for any past dividend period at the rate of Seven per centum (7%) per annum shall not have been paid thereon, or declared and a sum sufficient for payment thereof set apart, the deficiency shall be fully paid or set apart but without interest, before any dividend shall be paid upon or set apart for the Series Preferred Stock or the Common Stock. Whenever the full dividends upon the First Preferred Stock for all past dividend periods shall have been paid, and the full dividend thereon for the then current dividend period shall have been paid or declared and a sum sufficient for the payment thereof set apart, dividends upon the Series Preferred Stock and the Common Stock may be declared by the board of directors out of the remainder of the assets available therefor.
- B. In the event of any liquidation, dissolution or winding up of the affairs of the corporation, whether voluntary or involuntary, the holders of the First Preferred Stock shall be entitled, before any assets of the corporation shall be distributed among or paid over to the holders of the Series Preferred Stock or the Common Stock, to be paid in full the par value of their shares, together with a sum of money equivalent to dividends at the rate of Seven per centum (7%) per annum on the par value thereof, from the date or dates upon which dividends on such First Preferred Stock became cumulative to the date of payment

thereof, less the amount of dividends theretofore paid thereon. If, upon such liquidation, dissolution or winding up, the assets of the corporation distributable as aforesaid among the holders of the First Preferred Stock shall be insufficient to permit of the payment to them of said amount, the entire assets shall be distributed ratably among the holders of the First Preferred Stock.

C. The corporation, may at the option of the board of directors, redeem the whole or any part of the outstanding First Preferred Stock on any dividend payment date on or after August 1, 1957 by paying or delivering for each share thereof:

- (1) Seventy-five Dollars (\$75.00) in cash; and
- (2) a sum of money equivalent to dividends at the rate of Seven per centum (7%) per annum on the par value thereof from the date on which the dividends thereon became cumulative to the date fixed for such redemption, less the amount of dividends theretofore paid thereon; and
- (3) an unsecured debenture bond of the corporation in the principal amount of One Hundred Dollars (\$100.00) payable Ten (10) years after the date of issuance (which shall be the same as the effective date of the redemption) and bearing interest at the rate of Seven per centum (7%) per annum payable semi-annually on the first days of February and August of each year. Such debenture bonds shall be general obligations of the corporation, may be in registered or unregistered form, and shall contain such other provisions, not inconsistent herewith, as shall be determined by the board of directors.

Notice of such election to redeem shall be mailed to each holder of stock so to be redeemed at his address as it appears on the books of the corporation, not less than thirty (30) days prior to the dividend date upon which the stock is to be redeemed. In case less than

all of the outstanding First Preferred Stock is to be redeemed, the amount to be redeemed and the method of effecting such redemption, whether by lot or pro rata or other equitable method, may be determined by the board of directors. If, on or before the redemption date named in such notice, the funds and debenture bonds necessary for such redemption shall have been set aside and issued by the corporation so as to be available for payment and delivery on demand to the holders of the First Preferred Stock so called for redemption, then, notwithstanding that any certificate of the First Preferred Stock so called for redemption shall not have been surrendered for cancellation, the dividends thereon shall cease to accrue from and after the date of redemption so designated, and all rights with respect to such First Preferred Stock so called for redemption, including any right to vote or otherwise participate in the determination of any proposed corporate action, shall forthwith after such redemption date cease and determine, except only the right of the holder to receive the aforesaid sums of money (but without interest) and debenture bonds. First Preferred Stock redeemed pursuant to the provisions hereof, or otherwise acquired by the corporation, shall not be reissued but shall be cancelled.

- D. No stockholder of this corporation, nor any executor, administrator, trustee, pledgee or assignee acting in the name or right of such stockholder, shall sell the whole or any part or portion of the First Preferred Stock of the corporation owned or controlled by him to any person, firm or corporation (other than to this corporation) without first offering said shares of First Preferred Stock for sale to the corporation, in the following manner and subject to the following provisions, to-wit:

- (1) Such First Preferred stockholder (or such other person acting in the name or right of such stockholder) shall give to the corporation not less than fifteen (15) days prior written notice of his intention to make such sale, which notice shall be sent by registered mail with return receipt requested directed to the attention of the Secretary, shall



state the name and address of the proposed purchaser, the proposed sale price, and the terms and conditions of the proposed sale, and shall be accompanied by the certificates representing the shares of First Preferred Stock so proposed to be sold, which certificates shall be properly endorsed or assigned in blank. The said fifteen (15) day period shall commence to run upon the receipt of such notice and the endorsed or assigned certificates by the corporation at its principal office.

- (2) In the event the corporation shall elect to purchase the said shares of First Preferred Stock it shall pay over to the depositing stockholder within said fifteen (15) day period a sum of money equal to the proposed sale price as specified in the depositing stockholder's notice. In the event the corporation shall not elect to purchase said shares, it shall return the certificates representing such shares to the depositing stockholder promptly upon the expiration of said fifteen (15) day period and the depositing stockholder shall then be free to sell and transfer said shares of First Preferred Stock only to the person named in said notice, and only at the price and upon the terms and conditions stated therein.

Compliance with the foregoing terms and conditions in regard to the sale of shares of First Preferred Stock of this corporation shall be a condition precedent to the transfer of such shares of stock on the books of the corporation.

- E. Except as otherwise provided in this certificate of incorporation or as otherwise made mandatory by law, each holder of First Preferred Stock shall be entitled to one vote for each share of such stock then outstanding and of record in his name on the books of the corporation.

## **PART II. Provisions Applicable to All Series of Series Preferred Stock**

- A. The board of directors is expressly authorized at any time, and from time to time, to provide for the issuance

of shares of Series Preferred Stock in one or more series, with such voting powers, full or limited, or without voting powers and with such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions providing for the issue thereof adopted by the board of directors, and as are not stated and expressed in the certificate of incorporation, including (but without limiting the generality thereof) the following:

- (1) The designation of such series.
- (2) The dividend rate of such series, the conditions and dates upon which such dividends shall be payable, the preference or relation which such dividends shall bear to the dividends payable on any other class or classes or series of stock, and whether such dividends shall be cumulative or non-cumulative.
- (3) Whether the shares of such series shall be subject to redemption by the corporation and, if made subject to such redemption, the times, prices, and other terms and conditions of such redemption.
- (4) The terms and amount of any sinking fund provided for the purchase or redemption of the shares of such series.
- (5) Whether or not the shares of such series shall be convertible into, or exchangeable for, shares of any other class or classes or of any other series of any class or classes of stock of the corporation, and, if provision be made for conversion or exchange, the times, prices, rates, adjustments, and other terms and conditions of such conversion or exchange.

- (6) The extent, if any, to which the holders of the shares of such series shall be entitled to vote with respect to the election of directors or other matters.
- (7) The restrictions, if any, on the issue or reissue of any additional Series Preferred Stock.
- (8) The rights of the holders of the shares of such series upon the dissolution of, or upon the distribution of assets of, the corporation.
- (9) The conditions and restrictions, if any, on the payment of dividends or on the making of other distributions on, or the purchase, redemption or other acquisition by the corporation or any subsidiary, of the Common Stock or of any other class of stock of the corporation ranking junior to the shares of such series as to dividends or upon liquidation.
- (10) The conditions and restrictions, if any, on the creation of indebtedness of the corporation, or any subsidiary, or on the issue of any additional stock ranking on a parity with or prior to the shares of such series as to dividends or upon liquidation.

B. Except as otherwise required by law and except for such voting powers with respect to the election of directors or other matters as may be stated in the resolutions of the board of directors creating any series of Series Preferred Stock, the holders of any such series shall have no voting power whatsoever.

Pursuant to authority conferred upon the Board of Directors by Article FOURTH, Part II, and pursuant to the provisions of Section 151 of Title 8 of the General Corporation Law of the State of Delaware, said Board of Directors duly adopted a resolution on January 22, 1970 providing for the issuance of an initial series of Thirty-three Thousand (33,000) shares of Series Preferred Stock, par value \$1 per share, which resolution is as follows:

RESOLVED, that pursuant to the authority vested in the Board of Directors of this Corporation in accordance with the provisions of its Certificate of Incorporation, as amended, there is hereby established an initial series of the Corporation's Series Preferred Stock which is herein designated "Series A Preferred Stock" and which shall initially consist of 33,000 shares, subject to increase in number from time to time by action of the board of directors. The powers, privileges and relative, participating, optional and other special rights and the qualifications, limitations and restrictions of the Series A Preferred Stock shall be as follows:

(a) The holders of the Series A Preferred Stock shall be entitled to receive cash dividends out of the surplus or net profits of the Corporation available for dividends at the annual rate of \$6.00 per annum, and no more, payable in quarterly installments on the 20th day of January, April, July and October in each year, after the required provision has been made for dividends on the Corporation's First Preferred Stock and before any dividends shall be declared and paid upon or set apart for the Common Stock. Each such quarterly payment shall be in respect of the quarterly period ending on the last day of the month preceding the month in which the dividend payment date occurs, except that the first quarterly dividend on any shares of the Series A Preferred Stock shall accrue and be payable prorata only for the portion of the quarterly dividend period during which such shares are outstanding. If dividends from the date on which such dividends commence to accrue to the end of the then current quarterly dividend period for such stock shall not have been paid or declared and a sum sufficient for the payment thereof set apart, the amount of the deficiency shall be paid, but without interest, or dividends in such amount shall be declared and set apart for payment, before any dividends shall be declared or paid upon or set apart for, or any other distribution shall be ordered or made in respect to the Common Stock, or before any Common Stock shall be purchased by the Corporation. If dividends on the Series A Preferred Stock and of other series of Series Preferred Stock are not paid in full or declared in full and sums set apart for the payment thereof, then no dividends shall be declared and paid on any such stock unless declared and paid ratably on all shares of the Series A Preferred Stock and of such other series of Series Preferred Stock then outstanding, including dividends accrued or in arrears, if

any, in proportion to the respective amounts that would be payable per share if all such dividends were declared and paid in full. The "other series of Series Preferred Stock" referred to in the preceding sentence means and refers only to those series of cumulative preferred stock which rank on a parity with respect to the payment of dividends. The term "dividends accrued or in arrears" whenever used herein shall be deemed to mean an amount which shall be equal to dividends thereon, without interest, at the annual dividend rates per share from the date or dates on which such dividends commence to accrue to the end of the then current quarterly dividend period for such stock (or, in the case of redemption, to the date of redemption), less the amount of all dividends paid upon such stock.

(b) The Series A Preferred Stock shall be preferred over the Common Stock as to assets, and in the event of any liquidation or dissolution or winding up of the Corporation (whether voluntary or involuntary), after the required provision has been made for payments due on the Corporation's First Preferred Stock, the holders of the Series A Preferred Stock shall be entitled to receive \$100 per share out of the assets of the Corporation available for distribution to its stockholders, whether from capital, surplus or earnings, with all dividends accrued or in arrears, before any distribution of the assets shall be made to the holders of the Common Stock, and shall be entitled to no other or further distribution. If upon any liquidation, dissolution or winding up of the Corporation, the assets distributable among the holders of Series A Preferred Stock and of other series of Series Preferred Stock shall be insufficient to permit the payment in full to the holders of the Series A Preferred Stock and of such other Series Preferred Stock, of all preferential amounts payable to all such holders, then the entire assets of the Corporation thus distributable shall be distributed ratably among the holders of the Series A Preferred Stock and of such other Series Preferred Stock in proportion to the respective amounts that would be payable per share if such assets were sufficient to permit payment in full. The "other series of Series Preferred Stock" referred to in the preceding sentence means and refers only to those series which rank on a parity with the Series A Preferred Stock with respect to the distribution of assets.

(c) The whole or any part of the Series A Preferred Stock at any time outstanding may be redeemed by the Corporation at its election, expressed by resolution of the board of directors, upon not less than thirty three (33) nor more than sixty (60) days' previous notice to the holders of record of the stock to be redeemed, given as hereinafter provided. Redemption may be made at any time or from time to time on and after April 1, 1975. The initial price at which such stock may be redeemed on April 1, 1975, shall be \$103.00 per share and said redemption price shall decline by sixty (60) cents on April 1 of each of the next five (5) years thereafter so that on April 1, 1980, and at all times thereafter, the price at which such stock may be redeemed shall be \$100.00 per share, plus in each case all dividends accrued or in arrears (hereinafter in this paragraph called "the redemption price"). If less than all of the Series A Preferred Stock then outstanding is to be redeemed, the redemption may be made either by lot or pro rata, in such manner as may be prescribed by resolution of the board of directors. Notice of any proposed redemption shall be given by the Corporation by mail, or caused by the Corporation to be so given, not more than sixty (60) nor less than thirty-three (33) days prior to the redemption date, to the holders of record of the shares to be redeemed at their respective addresses then appearing on the records of the Corporation. Notice having been so given, from and after the date fixed therein as the date of redemption, unless default shall be made by the Corporation in payment or in providing moneys (in the manner hereinafter specified) for the payment of the redemption price pursuant to such notice:

(1) All dividends on the Series A Preferred Stock thereby called for redemption shall cease to accrue.

(2) All rights of the holders thereof as stockholders of the Corporation, except the right to receive the redemption price (but without interest) and the right, if any, to exercise all privileges of conversion which shall not theretofore have terminated, shall cease and determine.

(3) Each holder of Series A Preferred Stock shall thereupon become entitled to payment of the redemption price upon surrendering the holder's certificate for redemption to the Corporation or any transfer agent for such shares as may be specified in the notice of redemption.

The Corporation may pay the redemption price either by mailing checks to those entitled thereto (addressed to a holder of record at the holder's address then appearing on the records of the Corporation) or by providing the moneys for the payment of the redemption price by depositing the amount thereof with a bank or trust company doing business in the City of Chicago, State of Illinois, and having a capital and surplus of at least \$10,000,000 (provided that the notice of redemption shall state the intention of the Corporation to deposit such amount) on or before the date of redemption. Any interest allowed on moneys so deposited shall be paid to the Corporation. Any moneys so deposited which shall remain unclaimed by the holders of such Series A Preferred Stock at the end of six (6) years after the redemption date shall become the property of, and be paid by such bank or trust company to, the Corporation.

(d) Except as otherwise made mandatory by law, each holder of Series A Preferred Stock shall be entitled to one (1) vote for each share of such stock outstanding and of record in his name on the books of the Corporation. Neither such voting rights nor the number of votes per share of said stock shall be affected by any change in the conversion ratio under part (f) (2) of these provisions.

(e) In the event that any quarterly dividend due on any shares of Series A Preferred Stock shall be in default, until all such defaults have been cured, the Corporation shall not (i) redeem any shares of Series A Preferred Stock or any other stock ranking junior to or on a parity with the Series A Preferred Stock either with respect to payment of dividends or upon liquidation, unless all outstanding shares of Series A Preferred Stock shall be redeemed, or (ii) purchase or otherwise acquire any shares of Series A Preferred Stock or any other stock ranking junior to or on a parity with the Series A Preferred Stock either with respect to payment of dividends or upon liquidation, except in

accordance with a purchase offer made by the Corporation to all holders of record of the Series A Preferred Stock and the holders of all other Series Preferred Stock included in such offer providing for the purchase of the Series A Preferred Stock at a stated price per share (which price and the stated prices per share for any other Series Preferred Stock included in such offer shall be in equal proportion to the redemption prices then applicable to the Series A Preferred Stock and any other such Series Preferred Stock) and upon stated terms, other than price, which shall be the same with respect to all classes and series of stock included in such offer.

(f) (1) The shares of the Series A Preferred Stock shall be convertible, at the option of the respective holders thereof, at any time or from time to time into fully paid and nonassessable shares of the Common Stock of the Corporation on the basis of four (4) shares of Common Stock for each share of the Series A Preferred Stock.

(2) The conversion rate shall be adjusted from time to time as follows:

(i) In case the Corporation shall pay a dividend of shares of Common Stock on the outstanding Common Stock, subdivide it's outstanding Common Stock into a larger number of shares of Common Stock by reclassification or otherwise, or combine it's outstanding Common Stock into a smaller number of shares of Common Stock by reclassification or otherwise, the conversion rate in effect immediately prior thereto shall be proportionately adjusted so that the holder of any shares of Series A Preferred Stock thereafter surrendered for conversion shall be entitled to receive the number of shares of Common Stock which he would have owned or have been entitled to receive after the happening of any of the events described above had such shares of Series A Preferred Stock been converted immediately prior to the happening of such event. An adjustment made pursuant to this subparagraph (i) shall become



effective on the day after the record date in the case of a stock dividend and shall become effective on the day after the effective date in the case of a subdivision or combination of shares.

(ii) The adjustment provided for in subparagraph (i) shall not be required, however, if the aggregate number of shares of Common Stock issued as dividends on the Common Stock since the initial issuance of the Series A Preferred Stock or since the most recent previous adjustment of the conversion ratio (to reflect a stock dividend or dividends), as the case may be, does not exceed 5% of the total number of shares of Common Stock outstanding immediately after such initial issuance or such previous adjustment (restated to take into account any intervening subdivisions or reclassifications of the Common Stock); provided, however, that when the aggregate number of shares of Common Stock issued as dividends since said initial issuance of the Series A Preferred Stock or since such most recent previous adjustment in the conversion rate shall exceed the foregoing 5%, the conversion rate shall be proportionately adjusted, as provided in part (f) (2) (i) immediately preceding so as to reflect all such dividends in shares of Common Stock since said initial issuance of the Series A Preferred Stock or since such most recent previous adjustment, as the case may be.

(iii) In case of any consolidation of the Corporation with or its merger into another corporation, or any reclassification of the Common Stock or any capital reorganization of the Corporation involving a change in the Common Stock, other than a reclassification or reorganization involving merely a subdivision or combination of outstanding shares of the Common Stock, the shares of the Series A Preferred Stock (or any shares issued in exchange therefor upon any consolidation or merger) shall thereafter be convertible into the number and class of shares or other securities or property of the Corporation, or of the corporation resulting from any merger or consolidation, to which the shares of the Common Stock otherwise issuable upon conversion of the shares of the Series A Preferred Stock would have been entitled upon such merger, consolidation, reclassification, or reorganization

if outstanding at the time thereof; and in any such case appropriate adjustment, as determined by the board of directors, shall be made in the application of the provisions of this subdivision (f) with respect to the conversion rights thereafter of the holders of the shares of the Series A Preferred Stock, to the end that such provisions shall thereafter be applicable, as nearly as reasonably may be, in relation to any shares or other securities or property thereafter issuable or deliverable upon the conversion of shares of the Series A Preferred Stock (or any shares issued in exchange therefor upon any such consolidation or merger); and appropriate provision, as determined by the board of directors shall be made as a part of the terms of any such consolidation or merger whereby the conversion rights of the holders of the shares of the Series A Preferred Stock shall be protected and preserved in accordance with the provisions of this paragraph (iii).

(iv) No payment or adjustment with respect to dividends on shares of the Series A Preferred Stock or on the Common Stock shall be made in connection with any conversion.

(v) The conversion rate shall not be adjusted by reason of any issue of shares by the Corporation other than as described above, and in particular, without limiting the generality of the foregoing, the conversion rate shall not be adjusted by reason of: (A) the issuance of shares pursuant to options and stock purchase agreements granted or entered into with officers or employees of the Corporation; and (B) the issuance of shares for cash or in exchange for assets or stock of another company.

(vi) Any adjustment in the conversion rate as herein provided shall be to the nearest, or if there shall be no nearest, then to the next lower, one hundredths of a share of Common Stock, and shall remain in effect until further adjustment as required hereunder.

(3) Whenever the conversion rate shall be adjusted or changed as provided in paragraph 2 of this subdivision (f), the Corporation shall promptly file with each transfer agent for the shares of the Series A Preferred Stock and, as soon as practicable after such adjustment or change and in no event later than 10 full business days thereafter, shall mail to the holders of record of such shares at their respective addresses then appearing on the records of the Corporation a statement signed by an officer of the Corporation, stating the adjusted or changed conversion rate determined as provided in said paragraph 2 and setting forth in reasonable detail the facts requiring such adjustment or change. Each transfer agent for the shares of the Series A Preferred Stock shall be fully protected in relying on such statements and shall be under no duty to examine into the accuracy thereof. If any question shall at any time arise with respect to an adjusted or changed conversion rate, such question shall be determined by a firm of independent certified public accountants selected by the Corporation and acceptable to the transfer agents for the shares of the Series A Preferred Stock, and such determination shall be binding upon the Corporation and the holders of such shares.

(4) In order to effect the conversion of shares of the Series A Preferred Stock, the holder of the certificate or certificates therefor shall surrender such certificate or certificates to the Corporation or to any transfer agent for the shares of the Series A Preferred Stock, with request for conversion. If the shares of the Common Stock issuable upon such conversion are to be issued in a name other than that in which the shares of the Series A Preferred Stock to be converted are registered, such certificate or certificates shall be duly endorsed for transfer or accompanied by a duly executed stock transfer power, and shall be accompanied by necessary stock transfer stamps, if any, or equivalent funds.

Upon such surrender of such certificate or certificates, the Corporation shall issue and deliver or cause to be issued and delivered to the person entitled thereto a certificate or certificates for the number of full shares of the Common Stock issuable upon such conversion.

Such conversion shall be deemed to have been effected on the date of the surrender of such certificate or certificates for shares of the Series A Preferred Stock, and the person in whose name the certificate or certificates for the shares of the Common Stock issuable upon such conversion are to be issued shall be deemed to be the holder of record of such shares as of such date.

(5) No fraction of a share of Common Stock shall be issued upon any conversion. In lieu of the fraction of a share to which the holder of shares of Series A Preferred Stock surrendered for conversion would otherwise be entitled, such holder shall receive, as soon as practicable after the date of conversion, an amount in cash equal to the same fraction of the market value of a full share of Common Stock. For the purposes of this paragraph, the market value of a share of Common Stock shall be the arithmetic average of the mean between the published closing bid and asked prices on the over-the-counter market in Chicago, Illinois, for the last three business days immediately preceding the date upon which such shares of Series A Preferred Stock are surrendered for conversion; provided, however, that if as of such date such shares are listed for trading on a recognized Stock Exchange in either the City of New York or the City of Chicago, then such market value shall be the last recorded sale price of such shares on said Exchange on the business day immediately preceding such date of surrender, or if there be no such recorded sale price on such day, the mean between the published last quoted bid and asked prices per share of common stock on such Exchange at the close of business on such preceding business day.

(6) Whenever the Corporation shall call for redemption of any shares of the Series A Preferred Stock, the conversion rights of the holders thereof shall terminate at the close of business on the third business day prior to the redemption date (except that if the funds necessary for such redemption shall not be paid or deposited on or before the redemption date, as provided by subdivision (c) of these provisions, such conversion rights shall be reinstated on the redemption date).

(7) In case the Corporation shall propose to dissolve, liquidate or wind up, whether voluntarily or involuntarily, then, in each such case, the Corporation shall file with each transfer agent for the shares of the Series A Preferred Stock and shall mail to the holders of record of such shares at their respective addresses then appearing on the records of the Corporation a statement, signed by an officer of the Corporation, with respect to the proposed action, such statement to be so filed and mailed at least forty days prior to the date of the taking of such action or the record date for holders of the Common Stock for the purposes thereof, whichever is earlier. The statement shall set forth such facts with respect thereto as shall reasonably be necessary to inform each transfer agent for the shares of the Series A Preferred Stock and the holders of such shares as to the effect of such action upon the conversion rights of such holders. The conversion rights shall terminate on a date as shall be fixed by the board of directors, but not earlier than the close of business on the thirtieth day following the mailing by the Corporation to the holders of record of the shares of the Series A Preferred Stock of the statement required by this paragraph (7) to be mailed.

(8) The Corporation shall at all times have authorized but unissued, or in its treasury, a number of shares of Common Stock sufficient for the conversion of all shares of the Series A Preferred Stock from time to time outstanding.

(g) Any shares of Series A Preferred Stock redeemed, purchased, or otherwise reacquired, or surrendered to the Corporation on conversion, shall resume the status of authorized and unissued shares of Series Preferred Stock without series designation. Such shares may be reissued as part of the initial series established in this resolution or as part of any other series of Series Preferred Stock established in accordance with the resolution or resolutions of the board of directors provided for in Part II of Article Fourth of the Certificate of Incorporation as amended.

(h) Nothing in these provisions shall limit or restrict the right of the Corporation either to incur any indebtedness or to secure the payment of any such indebtedness by encumbering

all or any part of the Corporation's assets. Any and all such indebtedness may have prior priority for payment of principal and interest over the Series A Preferred Stock and all dividends thereon.

FIFTH. (a) Except as set forth in paragraph (d) of this Article FIFTH, the affirmative vote or consent of the holders of 80% of the voting power of all of the stock of this corporation entitled to vote in elections of directors shall be required:

(i) for a merger or consolidation of this corporation or any subsidiary thereof with or into any other corporation, or

(ii) for any sale or lease of all or any substantial part of the assets of this corporation or any subsidiary thereof to any other corporation, person or other entity, or

(iii) any sale or lease to this corporation or any subsidiary thereof of any assets (except assets having an aggregate fair market value of less than \$2,000,000) in exchange for voting securities (or securities convertible into voting securities or options, warrants, or rights to purchase voting securities or securities convertible into voting securities) of this corporation or any subsidiary by any other corporation, person or other entity,

if as of the record date for the determination of stockholders entitled to notice thereof and to vote thereon or consent thereto such other corporation, person or other entity which is party to such a transaction is the beneficial owner, directly or indirectly, of 5% or more in number of shares of the outstanding shares of stock of this corporation entitled to vote in elections of directors.

(b) For purposes of this Article FIFTH any corporation, person or other entity shall be deemed to be the beneficial owner of any shares of this corporation,

(i) which it owns directly, whether or not of record, or

(ii) which it has the right to acquire pursuant to any agreement or understanding or upon exercise of conversion rights, warrants or options or otherwise, whether or not presently exercisable, or

(iii) which are beneficially owned, directly or indirectly (including shares deemed to be owned through application of clause (ii) above), by an "affiliate" or "associate" as those terms are defined in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934 as in effect on February 22, 1977, or

(iv) which are beneficially owned, directly or indirectly, by any other corporation, person or entity (including any shares which such other corporation, person or entity has the right to acquire pursuant to any agreement or understanding or upon exercise of conversion rights, warrants or options or otherwise, whether or not presently exercisable) with which it or its "affiliate" or "associate" has any agreement or arrangement or understanding for the purpose of acquiring, holding, voting or disposing of stock of this corporation.

For the purposes of this Article FIFTH, the outstanding shares of stock of this corporation shall include shares deemed owned through the application of clauses (b)(ii), (iii) and (iv) above, but shall not include any other shares which may be issuable pursuant to any agreement or upon exercise of conversion rights, warrants, options or otherwise.

(c) The board of directors shall have the power and duty to determine for the purposes of this Article FIFTH on the basis of information known to the board of directors of this corporation, whether

(i) such other corporation, person or other entity beneficially owns more than 5% in number of shares of the outstanding shares of stock of this corporation entitled to vote in elections of directors,

(ii) a corporation, person or other entity is an "affiliate" or "associate", and

(iii) the assets being acquired by this corporation, or any subsidiary thereof, have an aggregate fair market value of less than \$2,000,000.

Any such determination shall be conclusive and binding for for all purposes of this Article FIFTH.

(d) The foregoing provisions of this Article FIFTH shall not apply to any merger or other transaction referred to in this Article FIFTH with any corporation, person or other entity if (1) the board of directors of this corporation has approved a memorandum of understanding with such other corporation, person or other entity with respect to such transaction prior to the time that such other corporation, person or other entity shall have become a beneficial owner of more than 5% in number of shares of the outstanding shares of stock of this corporation entitled to vote in elections of directors, or (2) if such transaction is otherwise approved by the board of directors of this corporation, provided that a majority of the members of the board of directors voting for the approval of such transaction were duly elected and acting members of the board of directors prior to the time that such other corporation, person or other entity shall have become a beneficial owner of more than 5% in number of shares of the outstanding shares of stock of this corporation entitled to vote in elections of directors. In addition, the provisions of this Article FIFTH shall not apply to any merger or other transaction referred to in this Article FIFTH with a subsidiary (which term shall mean a corporation of which a majority of the outstanding shares of stock entitled to vote in elections of directors is owned by this corporation directly, and/or indirectly through one or more other subsidiaries).

SIXTH. The names and places of residence of the incorporators are as follows:

Names	Residences
Charles M. Price	Winnetka, Illinois
Clifford C. Pratt	Hinsdale, Illinois
Robert C. Keck	Wilmette, Illinois

SEVENTH. At the first election of directors following the effectiveness of the amendment to the Restated Certificate of Incorporation adopting this provision, the directors to be elected shall be divided into three classes, as nearly equal in number as may be, the term of office of those of the first class to expire at the first annual meeting of stockholders after their election, the term of office



of those of the second class to expire at the second annual meeting of stockholders after their election, and the term of office of those of the third class to expire at the third annual meeting of stockholders after their election. At each annual election held after such initial classification and election, directors elected to succeed those whose terms expire shall be elected for a term of office to expire at the third annual meeting of stockholders after their election.

Newly created directorships resulting from any increase in the authorized number of directors and vacancies in the board of directors from death, resignation, retirement, disqualification, removal from office or other cause, shall be filled by a majority vote of the directors then in office, and directors so chosen shall hold office for a term expiring at the annual meeting at which the term of the class to which they shall have been elected expires. No decrease in the number of directors constituting the board of directors shall shorten the term of any incumbent director. The affirmative vote of the holders of two-thirds (2/3) of the voting power of all of the stock of the corporation entitled to vote in the election of directors shall be required to remove a director from office. The stockholders of the corporation are expressly prohibited from cumulating their votes in any election of directors of the corporation.

EIGHTH. By-laws of the corporation may be adopted, amended or repealed by the affirmative vote of 75% of the total number of directors (fixed by, or in the manner provided in, such by-laws as in effect immediately prior to such vote) or by the affirmative vote of the holders of 80% of the voting power of the corporation's stock outstanding and entitled to vote thereon. Such by-laws may contain any provision for the regulation and management of the affairs of the corporation and the rights or powers of its stockholders, directors, officers or employees not inconsistent with statute or this Restated Certificate of Incorporation.

NINTH. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.

By resolution passed by a majority of the whole board, to designate one or more committees, each committee to consist of two or more of the directors of the corporation, which, to the extent provided in the resolution or in the by-laws of the corporation, shall have and may exercise the powers of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be stated in the by-laws of the corporation or as may be determined from time to time by resolution adopted by the board of directors.

TENTH. Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this corporation under the provisions of section 291 of Title 8 of the Delaware Code, or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

ELEVENTH. Meetings of stockholders may be held outside the State of Delaware, if the by-laws so provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation. Elections of directors need not be by ballot unless the by-laws of the corporation shall so provide.

TWELFTH. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation. Notwithstanding any other provisions of this Restated Certificate of Incorporation or the by-laws of this corporation (and in addition to any other vote that may be required by law), the affirmative vote of the holders of 80% of the voting power of all of the stock of this corporation entitled to vote in elections of directors shall be required to amend, alter, change or repeal Article FIFTH, SEVENTH, EIGHTH or TWELFTH of this Restated Certificate of Incorporation.

THIRTEENTH. No stockholder of the corporation shall, because of ownership of stock, have a preemptive or other right to purchase, subscribe for or take any part of any stock of the corporation, whether now or hereafter authorized, or any part of any notes, debentures, bonds or other securities convertible into or carrying options or warrants to purchase stock of the corporation. Any part of the capital stock and any part of notes, debentures, bonds or other securities convertible into or carrying options or warrants to purchase stock of the corporation, may at any time be issued, optioned, sold or disposed of by the corporation, pursuant to resolution of its board of directors, to such persons, firms or corporations and upon such terms as the board of directors may decide from time to time without first offering such stock or securities or any part thereof to existing stockholders.

**CLOW CORPORATION**

**BY-LAWS**

Effective April 28, 1977

(Revised April 27, 1983)

**BY-LAWS OF  
CLOW CORPORATION**

**ARTICLE I**

**OFFICES**

**Section 1.** The registered office shall be in the City of Wilmington, County of New Castle, State of Delaware, and the name of the resident in charge thereof is The Corporation Trust Company.

**Section 2.** The corporation may also have offices at such other places, both within and without the State of Delaware, as the board of directors may from time to time determine or the business of the corporation may require.

**ARTICLE II**

**MEETINGS OF STOCKHOLDERS**

**Section 1.** All meetings of the stockholders shall be held at such time and place, within or without the State of Delaware, as may be fixed from time to time by the board of directors and stated in the notice of the meeting.

**Section 2.** An annual meeting of stockholders shall be held on the fourth Wednesday of April in each year if not a legal holiday, and if a legal holiday, then on the next secular day following, at 10:00 a.m., or at such other date and time as shall be designated from time to time by the board of directors and stated in the notice of the meeting, at which they shall elect by a plurality vote, by written ballot, a board of directors and transact such other business as may properly be brought before the meeting.

**Section 3.** Written notice of the annual meeting stating the place, date, and hour of the meeting shall be given to each stockholder entitled to vote thereat not less than 10 nor more than 60 days before the date of the meeting.

**Section 4.** The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to examination by any stockholder,

for any purpose germane to the meeting, during ordinary business hours for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

**Section 5.** Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the chairman of the board of directors, or, in the absence of a chairman or in the case of his inability to act, by the president, and shall be called by the chairman of the board of directors, the president or the secretary at the request in writing of the majority of the board of directors, or at the request in writing of stockholders owning a majority of the amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

**Section 6.** Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not less than 10 nor more than 60 days before the date of the meeting, to each stockholder entitled to vote at such meeting.

**Section 7.** Business transacted at any special meeting shall be confined to the purposes stated in the notice.

**Section 8.** The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

**Section 9.** When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the certificate of incorporation a different vote is required in which case such express provision shall govern and control the decision of such question.

**Section 10.** At any meeting of the stockholders, every stockholder having the right to vote shall be entitled to vote in person or by proxy appointed by an instrument in writing subscribed by such stockholder and bearing a date not more than three years prior to said meeting, unless said instrument provides for a longer period. Each stockholder shall have one vote for each share of stock having voting power registered in his name on the books of the corporation.

### **ARTICLE III**

#### **DIRECTORS**

**Section 1.** The number of directors which shall constitute the whole board shall not be less than seven (7) nor more than ten (10). Within the limits above specified, the number of the directors shall be determined from time to time by resolution of the board of directors. The number of directors shall be divided into three classes, as nearly equal in number as may be. At each annual meeting after the initial classification and election of directors, directors shall be elected to succeed those whose terms expire at such annual meeting and each director so elected shall hold office for a term expiring at the third annual meeting of stockholders after his election and until his successor shall be duly elected and qualified. Directors need not be stockholders.

**Section 2.** Newly created directorships resulting from any increase in the authorized number of directors and vacancies in the board of directors from death, resignation, retirement, disqualification, removal from office or other cause, shall be filled by a majority vote of the directors then in office, and each director so chosen shall hold office for a term expiring at the annual meeting of stockholders at which the term of the class to which he shall have been elected expires, and until his successor shall be duly elected and qualified.

**Section 3.** The property and business of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these by-laws directed or required to be exercised or done by the stockholders.

**Section 4.** The corporation shall indemnify every person who is or was a director or officer of the corporation or is or was serving at the corporation's request as a director or officer of another corporation, partnership, joint venture, trust or other enterprise; and shall, if the board of directors so directs, indemnify any person who is or was an employee or agent of the corporation or is or was serving at the corporation's request as an employee or agent of another corporation, partnership, joint venture, trust or

other enterprise to the extent, in the manner, and subject to compliance with the applicable standards of conduct provided by Section 145 of the General Corporation Law of the State of Delaware as the same (or any substitute provision therefor) may be in effect from time to time. Such indemnification (i) shall not be deemed exclusive of any other rights to which any person seeking indemnification under or apart from this section may be entitled under any by-law, agreement, vote of stockholders or disinterested director or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and (ii) shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executor and administrators of such a person.

## **MEETINGS OF THE BOARD**

**Section 5.** The directors of the corporation may hold their meetings, both regular and special, either within or without the State of Delaware.

**Section 6.** Regular meetings of the board of directors shall be held on the day of the annual meeting of stockholders in each year, and on the fourth Wednesday of July and October and the third Wednesday of February in each year, if not a legal holiday, and if a legal holiday, then on the next secular day following, provided, however, the board of directors may fix another date which shall be within ten (10) days before or after the date provided above. Notice of regular meetings shall be given to each director, either personally or by mail or telegram, not less than five (5) days in advance to the meeting date, provided, however, that no notice to newly elected directors shall be necessary with respect to regular meetings to be held immediately after the annual meeting of stockholders.

**Section 7.** All meetings of the board of directors, whether regular or special, shall be held at the office of the corporation in Oak Brook, Illinois, provided, however, that any meeting, whether regular or special, may be held at such other place as the board of directors may from time to time determine by resolution or as may be fixed in the notice of the meeting, or as may be fixed in any waiver of notice signed by all of the directors.

**Section 8.** Special meetings of the board may be called by the chairman of the board of directors or president on five (5) days notice to each director, either personally or by mail or by telegram. Special meetings shall be called by the chairman of the board of directors, president, or secretary in like manner and on like notice on the written request of two directors. Special meetings of the board shall be held at such time and place as shall be specified in the notice of the meeting.



**Section 9.** At all meetings of the board, the presence of a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation. If a quorum shall not be present at any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

**Section 10.** Any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the board or committee.

**Section 11.** Members of the board of directors, or any committee designated by the board of directors, may participate in a meeting of the board of directors, or any committee, by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

### **COMMITTEES OF DIRECTORS**

**Section 12.** The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees, each committee to consist of two or more of the directors of the corporation, which to the extent provided in said resolution, shall have and may exercise the powers of the board of directors in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors.

**Section 13.** The committees shall keep regular minutes of their proceedings and report the same to the board when required.

### **COMPENSATION OF DIRECTORS**

**Section 14.** Directors, as such, shall not receive any stated salary for their services, but they may be allowed such compensation and reimbursement for expenses as shall be determined by resolution of the board, provided that nothing herein contained shall be construed to preclude any director from

serving the corporation in any other capacity and receiving compensation therefor. The board of directors may also authorize the payment of compensation and expenses to members of special or standing committees for attending committee meetings.

## **ARTICLE IV**

### **NOTICES**

**Section 1.** Whenever, under the provisions of the statutes or of the certificate of incorporation or of these by-laws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder at such address as appears on the books of the corporation, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Notice to directors may also be given by telegram and shall be deemed to be given when delivered to any telegraph company with charges prepaid and addressed as above provided.

**Section 2.** Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation, or of these by-laws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

## **ARTICLE V**

### **OFFICERS**

**Section 1.** The officers of the corporation shall be chosen by the board of directors and shall be a chairman of the board of directors, a president, one or more vice presidents, a secretary and a treasurer, provided, that the board, in its discretion, may elect not to fill the office of chairman. The board of directors may also choose one or more assistant vice presidents, assistant secretaries and assistant treasurers.

**Section 2.** The officers of the corporation shall be elected annually by the board of directors at the first meeting of the board of directors held the day of the annual meeting of stockholders. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. The chairman of the board of directors and the president shall be chosen from the members of the board of directors.

**Section 3.** The board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

**Section 4.** The salaries of the chairman of the board of directors, the president, the vice presidents who report directly to the chairman or to the president of the corporation, the secretary and the treasurer shall be fixed by the board of directors.

**Section 5.** The officers of the corporation shall hold office until their successors are chosen and qualified in their stead. Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the whole board of directors. Vacancies may be filled, or new offices created and filled, at any meeting of the board of directors.

#### **THE CHAIRMAN OF THE BOARD**

**Section 6.** The chairman of the board of directors shall preside at all meetings of the stockholders and of the board of directors and shall be an ex officio member of all standing committees. He may sign and execute in the name of the corporation all authorized bonds, mortgages, contracts and other instruments requiring a seal under the seal of the corporation. He shall perform such other duties as may be prescribed to him by the board of directors from time to time.

#### **THE PRESIDENT**

**Section 7.** The president shall be the chief executive officer of the corporation and shall have general charge of the business and affairs of the corporation subject to the control of the board of directors of the corporation. He shall in general perform all duties incident to the office of president and such other duties as may be prescribed from time to time by the board of directors. In the event that the office of chairman of the board of directors shall be left unfilled at any time by the board of directors, or in case of his inability or failure to act, the president shall perform the duties and shall have and exercise all the powers of the chairman of the board of directors.

**Section 8.** The president may sign and execute in the name of the corporation all authorized bonds, mortgages, contracts and other instruments, and with the secretary or an assistant secretary, shall sign all certificates of capital stock of the corporation.

## **VICE PRESIDENTS**

**Section 9.** The vice presidents shall perform such duties as the board of directors shall prescribe. The president may designate any vice president to perform the duties and exercise the powers of the president in the president's absence unless or until the board of directors designates a vice president for this purpose.

## **ASSISTANT VICE PRESIDENTS**

**Section 10.** The assistant vice presidents shall perform duties as prescribed by the president, any vice president or board of directors.

## **THE SECRETARY AND ASSISTANT SECRETARIES**

**Section 11.** The secretary shall attend all sessions of the board and all meetings of the stockholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders, and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation, and shall have authority to affix the same to any instrument requiring it, and when so affixed, it shall be attested by his signature or by the signature of the treasurer or assistant secretary.

**Section 12.** The assistant secretaries in order of their election, shall in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties as the board of directors shall prescribe.

## **THE TREASURER AND ASSISTANT TREASURERS**

**Section 13.** The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

**Section 14.** The treasurer shall disburse the funds of the corporation as may be ordered by the board, taking proper vouchers for such disbursements,

and shall render to the president and directors, at the regular meetings of the board, or whenever they may require it, an account of all transactions as treasurer and of the financial condition of the corporation.

**Section 15.** If required by the board of directors, the treasurer shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board for the faithful performance of the duties of the office and for the restoration to the corporation, in case of death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the treasurer's possession or control belonging to the corporation.

**Section 16.** The assistant treasurers in the order of their election shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer, and shall perform such other duties as the board of directors shall prescribe.

## **ARTICLE VI**

### **CERTIFICATES OF STOCK**

**Section 1.** The certificates of stock of the corporation shall be numbered and shall be entered in the books of the corporation as they are issued. They shall exhibit the holder's name and number of shares and shall be signed by the president or a vice president, and the treasurer or an assistant treasurer or the secretary or an assistant secretary. Any of or all the signatures on the certificate may be facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if they were such officer, transfer agent, or registrar at the date of issue. The designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, provided that except as otherwise required by the laws of the State of Delaware, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish without charge to each stockholder who so requests the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations, or restrictions of such preference and/or rights.

## **LOST CERTIFICATES**

**Section 2.** The board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen, or destroyed.

## **TRANSFER OF STOCK**

**Section 3.** Subject to the provisions of the certificate of incorporation, upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue a new certificate and record the transaction upon its books.

## **FIXING RECORD DATE**

**Section 4.** In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

## **REGISTERED STOCKHOLDERS**

**Section 5.** The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not

it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

## **ARTICLE VII**

### **GENERAL PROVISIONS**

#### **DIVIDENDS**

**Section 1.** Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

**Section 2.** Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

#### **CHECKS**

**Section 3.** All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

#### **FISCAL YEAR**

**Section 4.** The fiscal year of the corporation shall begin on the first (1st) day of January of each year.

#### **SEAL**

**Section 5.** The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words, "Corporate Seal, Delaware." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

## **ARTICLE VIII**

### **AMENDMENTS**

These by-laws may be amended or repealed by the affirmative vote of 75% of the total number of directors or by the affirmative vote of the holders of 80% of the voting power of the corporation's stock outstanding and entitled to vote thereon.



## CERTIFICATE

I, Donald E. Engel, do hereby certify that I am duly elected and qualified Assistant Secretary and keeper of the records and corporate seal of Clow Corporation, a Delaware corporation, and that the following resolution was adopted by the board of directors of said corporation at its meeting held at Oak Brook, Illinois on July 27, 1983.

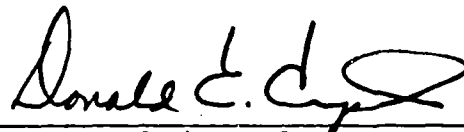
WHEREAS, the management of the Company has been negotiating the purchase of the assets of the Water Services Division of UOP Inc. located in Burbank, California (the "Division"); and

WHEREAS, the board of directors have been presented with a proposal to purchase the operating business, land, buildings and equipment of the Division for \$1,500,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the proper officers of the Company be, and they hereby are, authorized to execute and deliver on behalf of the Company a certain asset purchase agreement by and between the Company and UOP Inc., under the terms and conditions essentially as presented to the board of directors for the purchase of certain assets of the Division for \$1,500,000.00 plus the inventory at the lower of cost or market, and said officers are authorized to make and agree to such changes in the terms and conditions as they deem in the best interests of the Company, and the acts of said officers are hereby approved, confirmed and ratified.

FURTHER, RESOLVED, that the proper officers be, and they hereby are, authorized to perform such acts as may be necessary and to execute and deliver such other documents and certificates as may be necessary and appropriate to carry out the intends and purposes of the foregoing resolution.

IN WITNESS WHEREOF, I have subscribed my name as Assistant Secretary and have caused the corporate seal of said corporation to be affixed hereto this 26th day of August, 1983.

A handwritten signature in dark ink, appearing to read "Donald E. Engel", is written over a horizontal line.

Assistant Secretary



World Headquarters  
Ten UOP Plaza — Algonquin & Mt. Prospect Roads  
Des Plaines, Illinois 60016 • Telephone 312-391-2000  
Telex 253-285/253-174 • TWX 910-233-3501

September 30, 1983

U. S. Department of Agriculture  
Food Safety & Quality Service  
Science  
Building 306, Room 300, BARC-East  
Beltsville, MD 20705

Attention: Ms. Barbra McCashin

Gentlemen:

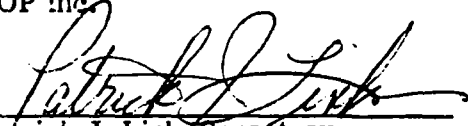
The ownership of the assets of the Water Services Division of UOP Inc., 700 South Flower Street, Burbank, CA 91502, have been transferred to Clow Corporation effective September 30, 1983, under the terms of a certain Asset Purchase Agreement.

Accordingly, the ownership of all product registrations and trademarks are transferred to Clow Corporation and include all U. S. Department of Agriculture registrations.

Please note this change of ownership on your records.

Very truly yours,

UOP Inc.

  
Patrick J. Link, Secretary

County of Cook     )  
                              ) ss.  
State of Illinois    )

BEFORE ME, this 30th day of September, 1983, personally appeared Patrick J. Link, known to me to be the person who executed the foregoing and declared himself to be Secretary of UOP Inc. and duly authorized to execute same.

  
Notary Public



World Headquarters  
Ten UOP Plaza — Algonquin & Mt. Prospect Roads  
Des Plaines, Illinois 60016 • Telephone 312-391-2000  
Telex 253-285/253-174 • TWX 910-233-3501

September 30, 1983

United States Environmental Protection Agency  
Registration Division (Mail Stop TS767)  
401 M Street, S.W.  
Washington, D.C. 20460

Attention: Ms. Lela Sykes

Re: UOP Inc.  
EPA EST. No. 5135-CA-1

Dear Ms. Sykes:

The ownership of the assets of the Water Services Division of UOP Inc., located at 700 South Flower Street, Burbank, CA 91502, have been transferred to Clow Corporation effective September 30, 1983.

The ownership of all pesticide registrations and trademarks have been transferred to Clow Corporation and include the following products which Clow Corporation will continue the existing registration and the sale of the products through a subsidiary location.

<u>Product Name</u>	<u>Registration No.</u>
M-40 ALGAECIDE	5135-16
M-80T	5135-14
M-80 ALGAECIDE	5135-19
DEEP PURPLE	5135-9
2-CH ALGAECIDE	5135-21
IPL-400	5135-24

UOP Inc. hereby agrees and consents to Clow Corporation's continued use of the existing registered biocide labels for a reasonable period of time not to exceed one (1) year from the date hereof.

Please note the change in ownership on your records and advise the undersigned if any additional data is required to support this transfer of ownership.

Very truly yours,

UOP Inc.

A handwritten signature in dark ink, appearing to read "Patrick J. Link", is written over a horizontal line.

Patrick J. Link, Secretary

County of Cook     )  
                          ) ss.  
State of Illinois    )

BEFORE ME, this 30th day of September, 1983, personally appeared Patrick J. Link, known to me to be the person who executed the foregoing and declared himself to be Secretary of UOP Inc. and duly authorized to execute same.

---

Notary Public



World Headquarters  
Ten UOP Plaza—Algonquin & Mt. Prospect Roads  
Des Plaines, Illinois 60016 • Telephone 312-391-2000  
Telex 253-285/253-174 • TWX 910-233-3501

September 30, 1983

Clow Corporation  
Executive Plaza East  
1211 West 22nd Street  
Oak Brook, IL 60521

Attention: Mr. Richard W. Smith  
Vice President

Gentlemen:

UOP Inc. ("UOP") agrees that after September 30, 1983, Clow Corporation ("Clow") may use UOP's labels for Water Services Division pesticide products (Exhibit 1, Part G of the Asset Purchase Agreement, dated August 26, 1983, between UOP and Clow) until the registrations of these products are transferred to Clow, and Clow shall make a diligent effort to transfer these registrations as expeditiously as possible.

In consideration of UOP allowing Clow to use UOP's labels for Water Services Division pesticide products registered with Federal or State agencies until the registration of these products can be transferred to Clow, Clow shall indemnify, defend, and save UOP, its officers, directors, employees and agents harmless from any and all claims, demands, fines, charges, costs or causes of action regarding the transportation, the sale, or the use of any such products, which Clow transports or sells after September 30, 1983, using UOP's labels or registrations.

Please indicate your agreement to this by signing duplicate copies of this letter and returning one copy to us.

Very truly yours,

UOP Inc.

A handwritten signature in dark ink, appearing to read "Patrick J. Link", is written over the typed name.

Patrick J. Link  
Secretary

AGREED:

CLOW CORPORATION

By A handwritten signature in dark ink, appearing to read "Richard W. Smith", is written over the word "By".

Title: Vice Pres.

Date: September 30, 1983

2166-06143

## **APPENDIX 2**

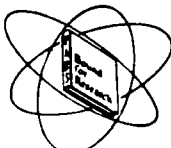
DOCUMENTS RELATING  
TO  
PURCHASE OF STOCK OF ERLÉN PRODUCTS COMPANY,  
a California Corporation

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1  
April 19, 1966

Acquisition of Stock of Erlen Products Company,  
a California corporation (Erlen) by Universal Oil  
Products Company, a Delaware corporation (Universal)

CLOSING MEMORANDUM

PART ONE

Action Taken Before Closing

This memorandum covers the following transactions:

Action taken prior to the closing included:

1. On March 22, 1966, Universal's Board of Directors authorized acquisition of all of the Capital Stock of Erlen.
2. On March 22, 1966, Universal's Board of Directors granted options to purchase Capital Stock of Universal to Frank Card and Leon Hunsaker, said grant to be effective as of the date that Universal has acquired all of the Capital Stock of Erlen Products Company, a California corporation, and further authorized the proper parties to carry out the terms of such grant.
3. On April 7, April 8, and April 19, 1966, the Shareholders of Erlen executed a power of attorney to Frank Card.
4. On April 11, 1966, court orders were obtained authorizing the sale of stock held in the estates of Laurence Ithan Card, a minor, and Mary Itha Card, deceased.
5. On April 14, 1966, the Board of Directors of Erlen authorized termination of the Stock Purchase Agreement between Erlen and Frank Card, dated October 14, 1964.

-2-

PART TWO

Action Taken at the Closing

The Closing was held at the offices of Universal Oil Products Company, Suite 2061, 332 South Michigan Avenue, Chicago, Illinois, at 11:00 o'clock a. m. Central Standard Time on April 19, 1966. At the Closing the following were present:

Parties:

Designated herein as:

Erlen Products Company  
(a California corporation)

Represented by:

Frank Card, President  
Leon Hunsaker, Vice President  
Vera Reynolds, Secretary and  
Treasurer

The Corporation

Universal Oil Products Company  
(a Delaware corporation)

Represented by:

M. P. Venema, Chairman of the  
Board and Chief Executive  
Officer  
F. O. Newton, Staff Vice  
President  
S. R. Wilson, Secretary

The Buyer

Frank Card  
Leon Hunsaker  
Vera Reynolds

Majority Shareholders,  
and in the case of  
Frank Card, Attorney in  
Fact for the Other  
Shareholders

The Sellers

Harris Trust and Savings Bank  
Represented by:

Richard Walker

Escrowee

-3-

Schiff Hardin Waite Dorschel and  
Britton

Represented by:

Keith Shay, Esquire  
Bernard E. Lyons, Esquire

Counsel for Sellers

John G. Woods, Esquire  
John F. Pittas, Esquire  
Edwin L. Wade and Patrick J. Link  
Esqs.  
J. Frank Wyatt, Jr., Esq.

General Counsel for Buyer  
Attorney for Buyer

Attorneys for Buyer  
Tax Counsel for Buyer

Hackbert, Rooks, Pitts, Fullagar  
and Poust

Represented by:

R. Newton Rooks, Esq.

Outside Counsel for Buyer

Also Present: G. Orescan, Financial Vice President (UOP)

A. J. Rohrman, Comptroller (UOP)

[REDACTED]  
P. G. Simonds, Attorney (UOP)

W. T. Grimm, W. T. Grimm & Co.

The following actions were taken at the Closing, all of which  
are to be considered as having occurred simultaneously, unless other-  
wise specified:

I. Stock Purchase Agreement

A. Delivery of Required Documents:

Certifications by President and Secretary of the Corporation  
and material to be furnished.

Article of Agreement

1. Copies of pertinent resolutions of the  
Board of Directors of Buyer.

2(b)

2. Conformed copies and copies of signed counterparts of power of attorney to Frank Card. 3(b)
3. Direction as to amounts to be paid pursuant to Article 3(b) of the Stock Purchase Agreement. 3(b)
4. Articles of incorporation and by-laws of the Corporation. 4(a)
5. List of all shareholders. 4(b)
6. Board of Directors' and Shareholders' Minute Books of the Corporation and Stock Ledger Books of the Corporation. 4(c)
7. Title guarantee policy and preliminary report on title. 4(d)
8. Representations and warranties in Article 1 are true and correct. 4(e)
9. Release of each shareholder's right of first refusal and agreement between Frank Card and the Corporation terminating Stock Purchase Agreement between them dated October 14, 1964. 4(f)
10. All policies of insurance in force with respect to the Corporation. 4(g)
11. All of the leases of real or personal property of the Corporation. 4(h)
12. Name of each bank where Corporation has an account and names of persons having access thereto. 4(i)



- 5
13. Corporation's Certificate of Good Standing in California. 4(j)
  14. Executed employment contracts with the following: Frank Card 4(k)  
Leon Hunsaker.
  15. All material contracts of the Corporation, all labor union agreements and all employee benefit plans. 4(l)
  16. Written waiver and release by all the shareholders of the Corporation. 5
  17. Opinion of Counsel for Corporation. 6(c)
  18. Opinion of Counsel for Sellers. 6(d)
  19. Auditors Statement. 7
- B. Check for \$9,779.79 delivered by Frank Card to the Corporation covering note to the Corporation from Frank Card.
- C. Stock Purchase Agreement executed by Sellers and Buyer.
- D. Escrow Agreement executed by Card and Buyer and accepted by Escrowee.
- E. Certificates for 24,003 shares of Common Stock delivered to Buyer.
- F. Delivery of check for \$1,880,000 by Buyer to Frank Card, and immediate return of same, duly endorsed, by Frank Card to Buyer.
- G. Certified checks in the following amounts delivered by Buyer to the following payees pursuant to Sellers' letter of instruction:
- |                                  |             |
|----------------------------------|-------------|
| 1. Frank Card                    | \$1,731,515 |
| 2. Harris Trust and Savings Bank | \$ 54,485   |
| 3. W. T. Grimm & Co.             | \$ 94,000   |

- II. Execution by Buyer of guarantees of Employment Agreements between Frank Card and Leon Hunsaker and the Corporation.
- III. Execution of Termination Agreements by Frank Card, Leon Hunsaker, Vera Reynolds, the Corporation and Buyer.
- IV. Execution of Stock Option Agreements by Frank Card, Leon Hunsaker, and Buyer.
- V. Check for \$7,735.47 delivered by Frank Card to the Corporation pursuant to Article 1 of the Termination Agreement.
- VI. Receipts signed by Buyer and Sellers.

PART THREE

Action to be Taken After Closing

- 1. Release Press Release.
- 2. Meeting of the Board of Directors of the Corporation.
  - (a) Ratify Employment Agreements.
  - (b) Authorize merger of the Corporation into the Buyer.
  - (c) Transaction of any other business that may properly come before the Board.
- 3. Meeting of the Board of Directors of the Buyer on April 26, 1966.
  - (a) Authorize merger of the Corporation into Universal, effective May 1, 1966.
  - (b) Establish the Erlen Division of Universal.
  - (c) Banking resolutions.
- 4. Completion of execution by Hawkins Chemical Company and Skasol, Inc. of Agreement signed April 16, 1966, by Aqua-Serv Engineers, Inc. and Erlen Products Company.

UNIVERSAL OIL PRODUCTS COMPANY  
(a Delaware corporation)

Certificate of Secretary

I, S. R. Wilson, DO HEREBY CERTIFY that I am the duly elected Secretary of UNIVERSAL OIL PRODUCTS COMPANY, a Delaware corporation; that the resolution hereinbelow set forth was duly adopted by the Board of Directors of said Corporation at a meeting thereof duly called and held March 22, 1966, a quorum being present and acting throughout; and that said resolution has not been modified or rescinded and is now in full force and effect and is in conformity with the provisions of the Certificate of Incorporation and By-laws of said Corporation:

"WHEREAS, the Board has considered the recommendations of the Committee on Diversification and Acquisitions and the report entitled 'Proposed Acquisition of Erlen Products Company, Burbank, California, March, 1966' from Mr. F. O. Newton, Vice President - Corporate Planning of the Corporation, to such Committee, recommending the purchase by the Corporation of Erlen Products Company, a California corporation, as set forth in said report, copies of which have been submitted to the members of the Board; and

"WHEREAS, the Board believes that it is in the best interest of the Corporation to acquire the capital stock of Erlen Products Company, a California corporation, and approves the procedure outlined in the aforesaid report of Mr. F. O. Newton;

"NOW, THEREFORE, BE IT RESOLVED that the proper officers of the Corporation be, and they hereby are, authorized and directed to take all action deemed by them necessary and desirable (as approved by Counsel for the Corporation) to acquire all of the capital stock of Erlen Products Company, a California corporation, for a purchase price of approximately \$1,880,000; and

"FURTHER RESOLVED that the proper officers of the Corporation be, and they hereby are, authorized and directed to execute and deliver the proposed Stock Purchase Agreement in substantially the form previously used by the Corporation in this type of acquisition with such changes or amendments thereto as may to them appear necessary or desirable (as approved by Counsel for the Corporation) in order to permit said Stock Purchase Agreement to be executed and delivered and to execute and deliver all necessary and implementing documents and agreements."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this 19th day of April, 1966.

(SEAL)

  
Secretary.

8  
CONFORMED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, each of the undersigned (herein sometimes referred to collectively as the "Selling Shareholders") desires to sell his shares of the common stock, \$1 (One Dollar) par value each, of ERLÉN PRODUCTS COMPANY, a California corporation (hereinafter referred to as the "Corporation"), to UNIVERSAL OIL PRODUCTS COMPANY, a Delaware corporation (hereinafter referred to as the "Buyer"), at a price of not less than \$75 per share; and

WHEREAS, each of the undersigned Selling Shareholders desires to constitute and appoint FRANK CARD as his attorney for the purpose of consummating the sale of the undersigned's stock to the Buyer in accordance with the provisions of a Stock Purchase Agreement to be negotiated and entered into between the Buyer and FRANK CARD, LEON HUNSAKER and VERA REYNOLDS, as sellers;

NOW, THEREFORE, each of the undersigned do hereby make, constitute and appoint FRANK CARD as the true and lawful attorney for and in the respective places and stead of the undersigned, to:

1. Sell, assign and transfer to Buyer the number of shares of the common stock of the Corporation set forth below opposite the respective signatures of each of the undersigned. The shares of common stock to be sold, assigned and transferred to Buyer on behalf of the undersigned are hereinafter referred to as the "Stock".
2. Make, execute and deliver to Buyer a Stock Purchase Agreement containing such terms and conditions as said attorney

9

of the undersigned, in his sole discretion, shall approve for the sale of the Stock being sold by the Selling Shareholders, including the price for sale to the Buyer. The sale price of the Stock to Buyer, however, shall not be less than \$75 per share.

4. Transfer and deliver to Buyer certificates for the Stock heretofore deposited with said attorney.

5. Retain legal counsel in connection with all matters or things set forth or referred to herein.

6. Make or cause to be made any and all transfers on the books of the Corporation necessary or appropriate to carry out the sale contemplated hereby.

7. Pay out of the gross proceeds of said sale all expenses of the Selling Shareholders to be borne by them proportionately, such expenses to include (without limitation) the brokerage commission of W. T. Grimm & Co. of Chicago, Illinois, in the amount of \$94,000, and the fees and disbursements of counsel.

8. Ask, demand, sue for, recover and receive all such sums of money, owing and payable to any or all of the undersigned by reason of the sale of Stock to the Buyer; to pay therefrom all fees, costs, disbursements and expenses referred to herein, or otherwise properly chargeable to the undersigned in connection with the sale, assignment and transfer of the Stock and the disposition of the proceeds therefrom; and to pay over to each of the undersigned that portion of the net proceeds (after payment of said fees, costs, disbursements and expenses) as the number of shares of Stock sold by each Selling Shareholder bears to the total number of shares of Stock being sold by all of the Selling Shareholders, including said attorney.

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9. Make, execute, acknowledge and deliver any and all contracts, orders, receipts, writings, instructions and letters of transmittal which may be requisite or proper for effecting the transactions contemplated hereby and the sale of Stock pursuant to the aforesaid Stock Purchase Agreement, with the same powers and with the same validity as if done by each of the undersigned personally.

This Power of Attorney, and all authority hereby conferred, is granted in consideration of the respective interests of, and deposits by, each of the undersigned for the purpose of completing the transactions contemplated by the aforesaid Stock Purchase Agreement to be entered into with the Buyer. This Power of Attorney shall be irrevocable prior to June 30, 1966, and shall not be terminated prior thereto by any act of the undersigned, or by operation of law, whether by the death or incapacity of any of the undersigned, or by the occurrence of any other event; and if after the execution hereof and prior to June 30, 1966, any of the undersigned shall die, become incapacitated, or if any other such events shall occur before the completion by said date of the transactions contemplated by the aforesaid Stock Purchase Agreement and this Power of Attorney, the said attorney of the undersigned is nevertheless authorized and directed to complete all of such transactions as if such death, incapacity or other events had not occurred and regardless of the notice thereof.

The said attorney of the undersigned shall have full power to make and substitute any attorney to act in his place and stead, and the undersigned hereby ratify and confirm all that

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said attorney of the undersigned or substitute shall do by virtue of these presents.

For the purposes hereof, the undersigned have heretofore deposited with said attorney of the undersigned, certificates representing the number of shares of Stock held by the undersigned as listed below. The undersigned hereby represent and warrant that, with respect to the shares of Stock so deposited, the undersigned now have valid marketable title thereto, free and clear of any claims, liens, equities and encumbrances, and that with respect to said shares of Stock the undersigned now have and will have at all future times contemplated by this Power of Attorney, respectively, full legal power, right and authority to transfer and deliver the same. The undersigned further represent and warrant that the Stock, when delivered, will be validly issued, fully paid and non-assessable. If the contemplated sale of the Stock is not consummated by June 30, 1966, it shall be returned to the undersigned.

This Power of Attorney may be executed in counterparts and when counterparts duly executed by all of the Selling Shareholders have been delivered to said attorney of the undersigned, said attorney may conform a copy hereof showing execution by all of the Selling Shareholders; and such conformed copy of this Power of Attorney may be delivered by said attorney to Buyer or to any other person for the purpose of evidencing said attorney's authority to act for the undersigned Selling Shareholders as herein provided.

12

IN WITNESS WHEREOF, all of the Selling Shareholders  
have hereunto affixed their respective hands and seals this \_\_\_\_  
day of April, 1966.

<u>Selling Shareholder</u>	<u>No. of Shares of Common Stock Held by each Selling Shareholder</u>
<u>/s/ Frank Card (4/19/66)</u> Frank Card	13,913 shares
<u>/s/ Frank Card (4/19/66)</u> Frank Card, Guardian of the Estate of Laurance Ithan Card, Minor	3,476 "
<u>/s/ Vera Reynolds (4/7/66)</u> Vera Reynolds	2,430 "
<u>/s/ Mildred L. Zimmerman (4/7/66)</u> Mildred L. Zimmerman	2,000 "
<u>/s/ Richard Clyde Card (4/7/66)</u> Richard Clyde Card	1,013 "
<u>/s/ Frank Card (4/19/66)</u> Frank Card, Executor of the Estate of Mary Itha Card, Deceased	550 "
<u>/s/ Leon Hunsaker (4/19/66)</u> Leon Hunsaker	438 "
<u>/s/ Jerre J. Barth (4/8/66)</u> Jerre J. Barth	83 "
<u>/s/ Don E. Zimmerman (4/8/66)</u> Don E. Zimmerman as Custodian for Jon Thomas Zimmerman under the California Uniform Gifts to Minors Act	50 "
<u>/s/ Don E. Zimmerman (4/8/66)</u> Don E. Zimmerman as Custodian for Cynthia Ann Zimmerman under the California Uniform Gifts to Minors Act	<u>50</u> "
TOTAL	24,003 "



Name, Address and Telephone No. of Attorney(s)

ROBERT W. OREN  
305 Burbank Law Building  
211 E. Olive Avenue  
Burbank, California 91502  
646-5511; 649-2002

Space Below for Use of Court Clerk Only

**FILED**

AUG 18 1965

WILLIAM G. SHARP, County Clerk  
V. D. THOMAS  
BY \_\_\_\_\_ DEPUTY

Attorney(s) for Execut. OR

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

Estate of

MARY ETTA CARD

Deceased.

No. EC P. 1791 B

**LETTERS TESTAMENTARY**

STATE OF CALIFORNIA, County of Los Angeles:

The last will of the above named decedent having been proved in the above entitled court.

FRANK CARD

who is named therein as such, is hereby appointed execut. OR thereof.  
(is/are) (is/are)

Witness, WILLIAM G. SHARP, clerk of the above entitled court, with the seal of the court affixed.

By order of the Court.

Dated Aug 18 1965  
(SEAL)

WILLIAM G. SHARP, County Clerk and Clerk of  
the Superior Court of the State of California for the  
County of Los Angeles

By V. D. THOMAS Deputy

**AFFIRMATION**

I solemnly affirm that I will perform according to law the duties of execut. OR of the last will of  
the above named decedent.

Executed on August 12, 1965, at Burbank, California.  
(Date) (Place)

FRANK CARD  
Frank Card

**CERTIFICATION**

I hereby certify that the foregoing is a correct copy of the original on file in my office and that said  
letters have not been revoked, annulled or set aside, and are still in full force and effect.

Dated: APR 12 1966

WILLIAM G. SHARP, County Clerk and Clerk of  
the Superior Court of the State of California for the  
County of Los Angeles

By V. D. THOMAS Deputy  
V. D. THOMAS

14

STATE OF CALIFORNIA  
OFFICE OF STATE CONTROLLER  
INHERITANCE AND GIFT TAX DIVISION

CONSENT TO TRANSFER

LOS ANGELES, CALIF.

APR 12 1966

(DATE)

DECEDENT MARY ITHA CARD

DATE OF DEATH July 12, 1965

COUNTY OF RESIDENCE LOS ANGELES

To ERLEN PRODUCTS COMPANY

Consent is hereby given to transfer the following described asset(s) belonging to or standing in the name of the decedent to the person(s) lawfully entitled thereto.

The asset(s) with respect to which this consent is given is (are):

550 Sh. Erlen Products Company, common  
Registered in name of Itha Card

This consent is issued pursuant to Part 8, Division 2, Article 3, Chapter 9 of the California Revenue and Taxation Code and is intended (1) to relieve the person or company above addressed from any obligation to give notice of transfer to the State Controller or retain custody or control of the assets described, and (2) to relieve said person or company from inheritance tax liability with respect to said assets arising by reason of the decedent's death.

ALAN CRANSTON, State Controller

By

*P. H. Haddock*  
Inheritance Tax  
*Paul Haddock*

75  
(SPACE BELOW FOR FILING STAMP ONLY)

1 ROBERT W. OMER  
2 ATTORNEY AT LAW  
3 204 BURBANK LAW BUILDING  
4 211 EAST OLIVE AVENUE  
5 BURBANK, CALIFORNIA  
6 849-3511  
7 849-2022

8 Attorney for Executor

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF LOS ANGELES

11 IN THE MATTER OF THE ESTATE }  
12 OF }  
13 MARY ITHA CARD }  
14 } Deceased  
15 }

NO. NCP 1791 B  
EX-PARTE ORDER AUTHORIZING SALE OF  
STOCK

16 The verified petition of Frank Card, as Executor of the  
17 Estate of Mary Itha Card, deceased, having been previously  
18 presented and heard ex-parte, and proof being made to the satis-  
19 faction of the Court, the Court finds that notice of the hearing  
20 should be dispensed with; that it is for the advantage, benefit and  
21 best interests of the estate and those interested therein, that  
22 the shares of corporate stock, hereinafter described, which are  
23 unlisted, be sold, and good cause appearing, therefore:

24 IT IS ORDERED, that the notice of the hearing be dispensed  
25 with, and that the said Frank Card be and he is hereby authorized  
26 to sell and transfer the shares of stock hereinafter described as  
27 unlisted at the minimum price set opposite each such stock, and  
28 that the usual and incidental expenses of the sale be paid there-  
29 from.

30 That the shares of stock hereby authorized to be sold are  
31 described as follows:  
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Minimum Sale Price

No. Shares

Stock

Per Share

550

Erlen Products Company

\$ 70.00

Dated: 4-11, 1966.

BLASE A. BONPANE

Judge of the Superior Court

THE DOCUMENT TO WHICH THIS CERTIFICATE IS AT-  
TACHED IS A FULL TRUE AND CORRECT COPY OF THE  
ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

SAME HAVING BEEN FILED APR 11 1966--  
ATTEST APR 11 1966 19.....

WILLIAM G. SHARP, County Clerk and Clerk of the Superior  
Court of the State of California, in and  
for the County of Los Angeles

BY V. D. THOMAS DEPUTY  
V. D. THOMAS

17  
(SPACE BELOW FOR FILING STAMP ONLY)

1 ROBERT W. OMER  
2 ATTORNEY AT LAW  
3 804 BURBANK LAW BUILDING  
4 211 EAST OLIVE AVENUE  
5 BURBANK, CALIFORNIA  
6 848-2811  
7 848-2882

8 Attorney for Guardian

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF LOS ANGELES

11 IN THE MATTER OF THE GUARDIANSHIP  
12 OF THE ESTATE OF  
13 LAURENCE ITHAN CARD  
14 a Minor

NO NCP 2057 B  
EX-PARTE ORDER AUTHORIZING  
SALE OF STOCK

16 The verified petition of Frank Card, as Guardian of the  
17 Estate of Laurence Ithan Card, a minor, having been previously  
18 presented and heard ex-parte, and proof being made to the satisfac-  
19 tion of the Court, the Court finds that notice of the hearing should  
20 be dispensed with; that it is for the advantage, benefit and best  
21 interests of the estate and those interested therein, that the shares  
22 of corporate stock, hereinafter described, which are unlisted, be  
23 sold, and good cause appearing, therefore:

24 IT IS ORDERED, that the notice of the hearing be dispensed  
25 with, and that the said Frank Card be and he is hereby authorized to  
26 sell and transfer the shares of stock hereinafter described as un-  
27 listed at the minimum price set opposite each such stock, and that  
28 the usual and incidental expenses of the sale be paid therefrom.

29 That the shares of stock hereby authorized to be sold are  
30 described as follows:  
31  
32

..18

Judge of the Superior Court

SAME HAVING BEEN FILED APR 11 1966  
ATTEST APR 11 1966 19

BY Y. D. THOMAS DEPUTY

STOCK PURCHASE AGREEMENT

AGREEMENT, dated the 19th day of April, 1966, between UNIVERSAL OIL PRODUCTS COMPANY, a Delaware corporation (hereinafter called "Buyer") and FRANK CARD, LEON HUNSAKER and VERA REYNOLDS, individuals residing in Burbank, California (hereinafter called "Sellers");

W I T N E S S E T H:

On the basis of the representations, warranties and agreements hereinafter contained, Sellers agree to sell to Buyer the number of shares of the Common Stock (one dollar par value per share) of ERLEN PRODUCTS COMPANY, a California corporation (hereinafter called "the Corporation"), set opposite their respective names in Schedule A hereof, and Sellers further agree to cause the transfer and delivery to Buyer on the date hereof of all other issued and outstanding shares of Common Stock of the Corporation by the holders thereof (herein called "the Other Shareholders"), whose names, addresses and respective holdings of shares of Common Stock of the Corporation are also set forth in Schedule A hereof, and in consideration of such agreements Buyer agrees to purchase from Sellers and the Other Shareholders all of the issued and outstanding Common Stock of the Corporation, namely, 24,003 shares (hereinafter

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called "the Erlen Stock") for a total purchase price of \$1,880,000, in accordance with the terms and conditions hereinafter set forth.

1. With respect to the proposed sale of the Erlen Stock, Sellers make to Buyer the following representations and warranties as of the date hereof:

- (a) The Corporation is a corporation duly organized and validly existing and in good standing under the laws of the State of California. The Corporation is not qualified as a foreign corporation in any state, nor in the opinion of its management is it required to be qualified in any other state.
- (b) The Erlen Stock is validly issued and outstanding, fully-paid and non-assessable. Notwithstanding Article EIGHTH of the articles of incorporation of the Corporation, which has been duly waived by Sellers and the Other Shareholders, Sellers and the Other Shareholders have full right and authority to transfer the Erlen Stock to Buyer as herein provided.
- (c) The Corporation has filed with the appropriate governmental agencies all required federal, state and local taxation reports and returns, and the Corporation has paid fully or discharged or has set



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up adequate reserves for all federal, state and local taxes (including fees, penalties and interest) accrued through December 31, 1965, as shown on the balance sheet of the Corporation as of December 31, 1965 (hereinafter called "the Balance Sheet") which is included in the financial statements certified by Arthur Andersen & Co., Certified Public Accountants, and which are attached hereto and made a part hereof as Exhibit 1; except that no reserve has been set up for the additional federal tax which may be assessed against the Corporation as a result of the possible disallowance of a deduction taken for employee bonuses which were declared in 1964 and paid in 1965. There are no agreements, waivers or other arrangements providing for an extension of time with respect to the assessment of any tax or deficiency against the Corporation; nor, to the knowledge of the Sellers except as stated herein, are there any actions, suits, proceedings, investigations, unpaid assessments, or proposed assessments now pending against the Corporation in respect of any tax or assessment; nor, except as stated herein, are there any matters under discussion

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with any federal, state, county, city or local authorities relating to any taxes or assessments or any claims for additional taxes or assessments asserted by any governmental authority. The Corporation's 1963 and 1964 federal income tax returns are presently being audited by the Internal Revenue Service.

- (d) The federal income tax returns of the Corporation for its taxable years through calendar year 1962 have been audited by the Internal Revenue Service,
- (e) The Corporation has no claims, obligations, debts, demands or liabilities other than those reflected or reserved against in the Balance Sheet or in the Exhibits and Schedules hereto and the contingent federal income tax liability referred to in paragraph (c) of this Article 1, and other than those which arose in the ordinary course of business since December 31, 1965, none of which materially and adversely affect the financial or business condition of the Corporation. There are no special or non-recurring items of income of a material nature included in the financial statements attached hereto as Exhibit 1.

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- (f) Sellers agree to hold Buyer harmless against any claims for brokerage or finder's fees of all brokers and finders employed or dealt with by Sellers in this transaction. In this connection, Sellers have retained W. T. Grimm & Co., as a broker for this transaction and shall be responsible for the payment of its fees.
- (g) Sellers and the Other Shareholders have good title to the Erlen Stock, free and clear of all liens, encumbrances, and claims whatsoever, and that delivery of the Erlen Stock, as herein provided, will transfer valid marketable title to the Erlen Stock, free and clear of all liens, encumbrances and claims whatsoever.
- (h) The Corporation has a total authorized Capital Stock of 50,000 shares of Preferred Stock, \$1 (One Dollar) par value each, of which no shares are issued and outstanding, and 50,000 shares of Common Stock, \$1 (One Dollar) par value each, of which 24,003 shares are issued and outstanding, and 25,997 of which are authorized but unissued.

- (i) The Erlan Stock constitutes one hundred per cent (100%) of all of the issued and outstanding Capital Stock of the Corporation.
- (j) Since December 31, 1965, there has not been:
  - (i) Any increase in the compensation payable or to become payable by the Corporation to any of its directors, officers, employees or agents whose total compensation for services rendered to the Corporation is currently at an annual rate of \$10,000 or more, or any bonus (other than the bonus paid to Sellers as officers of the Corporation in January of 1966, pursuant to resolution of the Board of Directors of the Corporation, adopted December 17, 1965, in the aggregate amount of \$40,000, and other than the bonus declared for and payable to Sellers as officers of the Corporation pursuant to resolution of the Board of Directors of the Corporation adopted on April 14, 1966, in the aggregate amount of \$11,945.40), percentage compensation, employee welfare, pension retirement or other like benefit granted, made or accrued (other than the

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normal accrual under the deferred compensation contracts with each of the Sellers as officers of the Corporation ) to the benefit of any of the Officers, employees or agents of the Corporation.

- (ii) Any declaration, setting aside or payment of any dividend or other distribution in respect of the Corporation's Preferred or Common Stock, or any purchase by the Corporation of such stock.
- (k) The Corporation has no subsidiaries.
- (l) There are no outstanding rights to purchase the Common or Preferred Stock of the Corporation through payroll deductions, and there are no outstanding options, warrants, agreements or similar rights granted by the Corporation calling for the issue or sale by it of any of its Capital Stock.
- (m) The Corporation has title to all of the trademarks and patents referred to in Schedule B hereof and it has employed such methods of investigating, obtaining, acquiring and holding the same as its management deemed prudent and consistent with good practice in obtaining full right, title and interest thereto.

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- (n) The Corporation has not sustained any loss by reason of fire, flood or other casualty of such a character as would materially and adversely interfere with the continuous operation of its business, regardless of whether or not such loss shall have been insured, and there has been no change in the assets or liabilities or financial condition of the Corporation from that set forth in the Balance Sheet other than changes in the ordinary course of business, none of which has been materially adverse.
- (o) The Corporation is not a party to, or known by the Corporation or Sellers to be threatened by, any litigation or legal proceedings, governmental investigations or proceedings, which might give rise to a judgment, decree or determination having a materially adverse effect on the business or financial condition of the Corporation as a whole.
- (p) The Corporation has in effect policies of insurance which, to the best of Sellers' knowledge, adequately cover risks of loss to its property and business; and the Corporation has not done or omitted to do anything which might invalidate or materially prejudice

recovery under said policies,

- (q) The Corporation has no employment contracts, and no contracts providing for bonuses, pensions, retirement benefits, profit sharing or stock options with any officer, director or employee, except those disclosed in Schedule C hereof, and all contracts disclosed in Schedule C hereof, other than the deferred compensation contracts disclosed therein, are freely assignable to Buyer by the Corporation.
- (r) The Corporation has the right to maintain its properties located in the State of California for the operation of its normal business and is not failing to comply in any material respect with any law, ordinance or regulation applicable thereto in a manner which would have a material adverse effect on the business or financial condition of the Corporation.
- (s) The Corporation has good and marketable title to all of its properties and assets, real and personal, including those reflected in the Balance Sheet (except as since sold or otherwise disposed of in

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the ordinary course of business), and the same are not subject to any mortgage, pledge, lien, conditional sale agreement, encumbrance or charge, except such as are not substantial in character, amount or extent or which do not materially detract from the value or materially interfere with the present use of the property subject thereto.

- (t) No material claim for infringement of patent or trademark rights is pending or known to the Corporation or Sellers to be threatened against the Corporation except as set forth in Exhibit 2.
- (u) The Corporation is not in default under any contract or obligation owed by it which would have a material adverse effect on the business or financial condition of the Corporation.
- (v) Copies of the articles of incorporation, all amendments thereto, the by-laws, and all minutes of the Corporation are contained in the minute books of the Corporation and are current and correct.
- (w) The representations and warranties made by Sellers herein do not contain an untrue statement of a material fact or omit to state a material fact



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necessary to make said representations and warranties not misleading.

2. With respect to the proposed sale and purchase of the Erlen Stock, Buyer makes to Sellers the following representations and warranties as of the date hereof:

- (a) Buyer is fully empowered and authorized under the laws of the State of Delaware, its certificate of incorporation and its by-laws, to execute and perform this agreement.
- (b) The execution and consummation of this agreement by the proper officers of Buyer have been duly authorized by the Board of Directors of Buyer, and all appropriate and requisite corporate approvals have been obtained. In this connection, Buyer shall furnish to Sellers on the date hereof true and complete copies of the resolutions of its Board of Directors which effected such authorization, certified on the date hereof by the Secretary or an Assistant Secretary of Buyer.
- (c) Buyer has not employed or dealt with any broker or finder in connection with this transaction other than W. T. Grimm & Co., which has been retained by and

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whose compensation will be paid by Sellers.

- (d) The execution of this agreement by Buyer and performance hereunder by Buyer do not violate the provisions of Buyer's certificate of incorporation or by-laws, the provisions of any obligation to which Buyer is a party, or any indenture, agreement or other instrument to which Buyer is a party, or any order, decree or judgment of any court or governmental agency which has been entered against Buyer.

3. Delivery of and payment for the Erlen Stock shall be made as follows:

- (a) Contemporaneously with the execution of this agreement, Sellers shall deliver to Buyer at Chicago, Illinois, certificates for 24,003 shares of the Erlen Stock duly endorsed to Buyer, or with stock powers attached, with all necessary documentary and stock transfer tax stamps affixed. Sellers' signatures and the signatures of the Other Shareholders on such endorsements or stock powers shall be guaranteed by a national bank or trust company; and
- (b) Contemporaneously with the execution of this agreement, Buyer shall pay the total purchase price for the Erlen

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Stock by delivering to Frank Card, as the authorized representative for Sellers and the Other Shareholders under an executed power of attorney, copies of which have been furnished to Buyer, Buyer's check in the amount of \$1,880,000; provided, however, that Frank Card shall return immediately said check to Buyer duly endorsed by him in exchange for certified checks in the aggregate amount of \$1,880,000 as specified in a written direction to be furnished to Buyer by Sellers, including a check in the amount of \$54,485.00 payable to and to be delivered contemporaneously therewith to the Escrow Agent named in the Escrow Agreement attached hereto and made a part hereof as Exhibit 3 and to be executed contemporaneously with the execution of this agreement, and said \$54,485.00 shall be held and disposed of by the Escrow Agent in accordance with the terms of said Escrow Agreement.

- 4., Sellers have caused or will cause the Corporation to furnish to Buyer on the date hereof, dated as of such date, the following, certified by its President and Secretary:

- (a) Copies of the articles of incorporation and by-laws of the Corporation, accompanied by a certification that all of the provisions thereof are in full force and effect.
- (b) A list of all of the shareholders of the Corporation setting forth their names, addresses, and number of shares of the Capital Stock of the Corporation owned by each.
- (c) The board of directors' and shareholders' minute books of the Corporation and the stock ledger books of the Corporation accompanied by a certificate that they are true, correct and complete as of the date hereof.
- (d) A title guarantee policy of Title Insurance and Trust Company dated August 30, 1957, and a preliminary report on title of said company dated March 18, 1966, both acceptable to John G. Woods, General Counsel for Buyer, covering the real property owned by the Corporation in Burbank, California.
- (e) A statement that the representations and warranties contained in Article 1 hereof (excluding clause (g) thereof) are true, correct, and complete as of the date hereof.

- (f) A Release of each shareholder's right of first refusal (as set forth in the Corporation's articles of incorporation) to purchase the Common Stock of the Corporation from each of the other shareholders of the Corporation and a copy of the agreement between the Corporation and Frank Card duly terminating the Stock Purchase Agreement between them dated October 14, 1964.
- (g) True, correct, and complete copies of all policies of insurance in force with respect to the Corporation and, without restricting the generality of the foregoing, those covering its properties, machinery, equipment, furniture, fixtures, products and operations. Such policies shall be outstanding and fully in force on the date of the execution of this agreement.
- (h) All leases of real or personal property to which the Corporation is a party.
- (i) The name of each bank in which the Corporation has an account or safe deposit box and the names of all persons authorized to draw thereon or have access thereto.

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- (j) A certificate of good standing for the Corporation certified by the Secretary of State of California and dated not earlier than April 1, 1966.
- (k) Executed employment contracts with the following individuals effective upon the date hereof:

Frank Card  
Leon Hunsaker

- (1) All presently existing contracts and commitments of the Corporation (other than purchase and sales orders and commitments of less than \$5,000 each made in the ordinary course of business) materially affecting the Corporation's assets, properties, business or stock or made otherwise than in the ordinary course of business (a list of which is attached hereto as Schedule D), and all labor union agreements and all employee welfare, group insurance, profit sharing, hospitalization, retirement plans, arrangements, understandings, and practices of the Corporation relating to its employees.

5. Sellers hereby release and waive, and deliver contemporaneously herewith the written waiver and release by the Other Shareholders of, any and all claims, demands or

- 17 -

causes of action which Sellers and the Other Shareholders have or may have against the Buyer, the Corporation or any shareholder of the Corporation with respect to or arising out of any transactions of the Corporation or any shareholders thereof and transfers of the Capital Stock of the Corporation which took place during the time that Sellers and the Other Shareholders were shareholders of the Corporation. Such release and waiver of the Buyer shall not relate to any of the Buyer's obligations under this agreement.

6. The obligations of the Buyer hereunder shall be subject to the accuracy of and compliance with the representations, warranties and agreements of Sellers herein contained and to the following additional terms and conditions:

- (a) The representations and warranties made by Sellers herein do not contain an untrue statement of a material fact or omit to state a material fact necessary to make said representations and warranties not misleading.
- (b) All actions, corporate proceedings, instruments, and documents required to carry out this agreement

- 18 -

or incident thereto and all related legal matters shall be satisfactory as to form and substance to John G. Woods, General Counsel for Buyer.

(c) The Buyer shall have received at the date hereof the opinion of Mr. Robert W. Omer, who is acting as counsel for the Corporation, to the effect that:

(i) The Corporation is a corporation duly organized and validly existing and in good standing under the laws of the State of California.

(ii) The Corporation is not qualified in any state as a foreign corporation, nor, to the best of his knowledge and belief, is it required to be so qualified.

(iii) Except for the federal income tax audit referred to in paragraph (c) of Article 1 hereof, and except as set forth in Exhibit 2 hereof, he has no knowledge of any actual or threatened litigation, proceedings or governmental investigations against or relating to Sellers, or the Corporation or its properties, or the transactions contemplated by this agreement.



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- (iv) He has no knowledge of any material contracts other than as specified in Schedule D hereof, nor have any facts of a materially adverse nature affecting the business or financial condition of the Corporation come to his attention.
- (v) The Corporation has no subsidiaries.
- (vi) Except as stated in the preliminary report on title referred to in paragraph (d) of Article 4 hereof, the Corporation has good title to all of its real property located in Burbank, California.
- (d) The Buyer shall have received at the date hereof the opinion of Messrs. Schiff Hardin Waite Dorschel & Britton, counsel for Sellers, addressed to Buyer, to the effect that:
  - (i) Delivery by the Sellers and the Other Shareholders on the date hereof of the certificates representing the Erlen Stock will transfer valid title thereto free and clear of all liens, encumbrances, and claims whatsoever against Sellers and the Other Shareholders jointly or severally; provided, however, that this opinion shall in no way include any impediments to transfer of title

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of the Erlen Stock to Buyer which may arise out of the capacity, authority, or legal right of Buyer to enter into this agreement or to acquire the Erlen Stock.

- (ii) The Corporation has a total authorized Capital Stock of 50,000 shares of Preferred Stock, \$1.00 (One Dollar) par value each, of which no shares are outstanding, and 50,000 shares of Common Stock, \$1.00 (One Dollar) par value each, of which 24,003 shares are issued and outstanding and fully paid and non-assessable.
- (iii) With the exception of the restrictions against the transferability of Common Stock which are contained in Article EIGHTH of the articles of incorporation of the Corporation, and which have been duly waived by Sellers and the Other Shareholders, the execution of this agreement by Sellers will not contravene any provisions of the articles of incorporation or by-laws of the Corporation.

(iv) The Corporation and Frank Card have duly terminated the Stock Purchase Agreement between them dated October 14, 1964.

7. As a condition precedent to Buyer's obligations hereunder, the Buyer shall have received at the date hereof a letter from Arthur Andersen & Co., addressed to the Buyer, stating in effect that, on the basis of a limited review of the financial records of the Corporation for the period from December 31, 1965, although not a complete examination in accordance with generally accepted auditing practice, and also on the basis of inquiries and discussions with all officers responsible for financial and accounting matters of the Corporation, nothing came to their attention which, in their judgment, would indicate that there was any materially adverse change in the operations or financial position of the Corporation or any change in the capitalization of the Corporation during the period from December 31, 1965, to a date not more than ten (10) days prior to the date hereof.

8. Regardless of any investigation made by Buyer or Sellers, the representations and warranties made by the respective parties to this agreement shall survive the delivery of the Erlen Stock to Buyer and the payment of the total purchase price therefor by Buyer; provided, however, that the survival of the representations and warranties of Sellers shall be limited to the extent and for the periods of time set forth in subparagraphs (i) and (ii) of paragraph (b) of Article 9 hereof.
9. Sellers shall defend, at their own expense, indemnify and hold harmless Buyer and the Corporation after the date of this agreement according to the following terms and conditions:
- (a) Sellers' obligations to so defend, indemnify and hold harmless shall arise in respect of
    - (i) Any and all liability, damage or deficiency resulting, arising out of, or in any manner connected with any misrepresentation, breach of the representations and warranties made herein by Sellers, or other non-fulfillment of any agreement made by the Sellers under this agreement or any misrepresentation in, or omission from,

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any certificate or other instrument furnished or to be furnished to Buyer hereunder.

(ii) Any claims, obligations, debts, demands, or liabilities existing against the Corporation prior to and including the date hereof, or thereafter coming into being by reason of any state of facts existing prior to and including the date hereof, except

- A. To the extent disclosed and provided for and reserved against in the Balance Sheet;
- B. As otherwise disclosed in this agreement and in the Exhibits and Schedules hereto (other than the Balance Sheet), but not excepting the matters set forth in Exhibit 2 hereof and provided for in subparagraph (vii) of this paragraph (a) of this Article 9; and
- C. As may have arisen in the ordinary course of business from and after December 31, 1965, to the date hereof and which do not materially affect the financial or business

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condition of the Corporation adversely.

- (iii) Any and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses incident to Sellers' obligation to defend, indemnify and hold harmless Buyer, as set forth in this Article 9, provided that this does not include any expense Buyer may incur under subparagraph (iv) of this paragraph (a) of this Article 9, and provided further that this obligation shall be subject to the terms of subparagraph (vii) of this paragraph (a) of this Article 9.
- (iv) Buyer shall have the right to be represented by advisory counsel and accountants in any such suit or action, at its own expense.
- (v) In connection with the defense of any proceeding or litigation covered by this paragraph, Buyer shall make available to Sellers all books and records of the Corporation relating thereto.
- (vi) Buyer shall not make any payments which would give rise to Sellers' liability hereunder without the written consent of the Sellers, which consent may not be unreasonably withheld.

(vii) Sellers' obligations with respect to the lawsuit entitled Aqua-Serv Engineers, Inc. v. Erlen Products Co. and the Pacific Telephone and Telegraph Company, which is set forth in Exhibit 2 hereof, shall be as follows:

- A. Sellers shall pay all damages, assessments, debts, or liabilities, and all costs and expenses (except as heretofore paid or accrued by the Corporation) incurred as an incident to any infringement or alleged infringement or other act occurring prior to the date hereof;
- B. Buyer shall pay all damages, assessments, debts, or liabilities, and all costs and expenses incurred as an incident to any infringement or alleged infringement or other act occurring subsequent to the date hereof;
- C. Provided, however, that Buyer agrees to cause the Corporation to pay to Sellers one-half of the agreed amount of any out-of-court settlement of the entire action

if such settlement is satisfactory in all respects to John G. Woods, General Counsel for Buyer, and such settlement in no event exceeds the sum of \$4,500.00.

- (b) Sellers' obligation to so defend, indemnify and hold harmless shall be limited in time as to
  - (i) Frank Card to four (4) years from the date hereof; provided, however, that Frank Card's obligation to defend, indemnify and hold harmless for any breach of a representation or warranty contained in paragraph (b) or (g) of Article 1 hereof with respect to the shares of the Erlen Stock heretofore registered in his name, or for any fraud or wilful misrepresentation or wilful omission in any representation, warranty, or certification, shall not be limited in time under the terms of this agreement.
  - (ii) Leon Hunsaker and Vera Reynolds to one (1) year from the date hereof; provided, however, that the obligations of Leon Hunsaker and Vera Reynolds to defend, indemnify and hold harmless



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for any breach of a representation or warranty contained in paragraph (b) or (g) of Article 1 hereof with respect to the shares of the Erlen Stock heretofore registered in their names respectively, or for any fraud or wilful misrepresentation or wilful omission in any representation, warranty, or certification, shall not be limited in time under the terms of this agreement.

- (c) Sellers have caused or will cause the Other Shareholders to furnish to Buyer on the date hereof, dated as of such date, executed representations and warranties as to the fully paid and non-assessable nature of their respective shares of the Erlen Stock, with full right and authority to transfer same, and their good title to same, in the form of Exhibits 4a through 4g, attached hereto and made a part hereof.

10. The obligations of Sellers hereunder shall be joint and several; provided, however, that the obligations of Leon Hunsaker hereunder shall in no case exceed the sum of \$34,000.

11. Upon request from time to time, Sellers shall execute and deliver all documents, make all rightful oaths, testify in any proceedings and do all other acts which may be necessary or desirable, in the opinion of John G. Woods, General Counsel for Buyer, to perfect or record the title of Buyer, or any successor or transferee of Buyer, to the property of the Corporation or the shares transferred hereunder, or to aid in the prosecution, defense or other litigation of any rights arising therefrom, all without further consideration but at the expense of Buyer unless arising out of the default of Sellers.

12. Any notices hereunder shall be sufficient if given or confirmed in writing or by telegraph addressed as respectively indicated:

(a) The Sellers - addressed to them as follows:

c/o Mr. Frank Card  
Erlen Products Company  
700 South Flower Street  
Burbank, California.

(b) The Buyer - addressed to it as

Universal Oil Products Company  
30 Algonquin Road  
Des Plaines, Illinois  
Attention: John G. Woods  
General Counsel.

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13. This agreement and the Escrow Agreement shall constitute the entire agreement between the parties. It is also understood and agreed that there are no prior representations, warranties or agreements relating hereto and that no change in, addition to, or waiver of the terms and provisions hereof shall be binding upon any of the parties unless approved in writing by its or his authorized representative.
14. This agreement shall not become effective until executed by the Buyer at its office in Chicago, Illinois, and shall be construed and the legal relations between the parties hereto determined in accordance with the laws of the State of Illinois.
15. Unless otherwise specified, all documents and opinions required herein shall have been delivered to Buyer at least one day prior to the date hereof.
16. This agreement shall not be assignable by any party without the prior written consent of the other parties hereto, except that it may be assigned without such consent to the successor of Buyer acquiring all or substantially all of the business and assets of the Buyer. Subject to the foregoing,

this agreement shall be binding on and shall inure to the benefit of the successors, assigns, heirs and personal representatives of the parties hereto.

WITNESS the due execution hereof on the day and year first above stated.

UNIVERSAL OIL PRODUCTS COMPANY

By M. P. Venema  
CHAIRMAN OF THE BOARD

ATTEST: S. Wilson  
SECRETARY

WITNESSES:  
B. C. Ryan  
B. C. Ryan  
B. C. Ryan

Frank Card  
Frank Card

Leon Hunsaker  
Leon Hunsaker

Vera Reynolds  
Vera Reynolds

SCHEDULE B

## LIST OF TRADEMARKS AND PATENTS

1. U. S. Patent No. 3,107,156 issued October 15, 1963, covering a water treatment apparatus commonly known as the "Chemicator".
2. U. S. Trademark Registration, Certificate No. 746,608 issued March 12, 1963, covering the mark "Chemicator".
3. Supplemental U. S. Trademark Registration, Certificate No. 596,544 issued October 5, 1954, covering the mark "sta-nu".

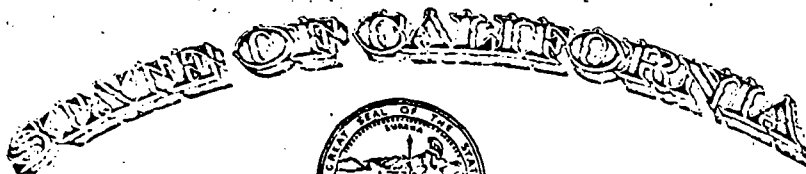
## ERLEN PRODUCTS COMPANY

**CERTIFICATION OF  
ARTICLES OF INCORPORATION AND BY-LAWS**

The undersigned, Frank Card and Vera Reynolds,  
President and Secretary respectively of Erlen Products Company,  
a California corporation, hereby certify that attached hereto  
are true and correct copies of the articles of incorporation  
and by-laws of said corporation, and that all of the provisions  
contained in said articles of incorporation and by-laws are in  
full force and effect at the date hereof.

IN WITNESS WHEREOF, the undersigned have hereunto  
set their hands and affixed the seal of said corporation this  
19<sup>th</sup> day of April, 1966.

Frank Card  
President  
Vera Reynolds  
Secretary



DEPARTMENT OF STATE

(PHOTOCOPY CERTIFICATION)

I, FRANK M. JORDAN, *Secretary of State of the State of California*, hereby certify:

That the photographic reproduction hereunto annexed was prepared by and in my office from the record on file of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I hereunto  
set my hand and affix the Great  
Seal of the State of California  
this APR 13 1968

*Frank M. Jordan*

Secretary of State

By

*Robert L. Smith*

Assistant Secretary of State

142771

FILED  
In the Office of the Secretary of State  
OF THE STATE OF CALIFORNIA

JAN 8 1931  
FRANK C. JORDAN

ARTICLES OF INCORPORATION  
of

LISTEROL SOAP & CHEMICAL COMPANY, LTD.

-000-

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day associated ourselves together for the purpose of forming a corporation under the laws of the State of California; and we hereby certify:

FIRST: That the name of said corporation is  
LISTEROL SOAP & CHEMICAL COMPANY, LTD.

SECOND: That the purposes for which said corporation is formed are:

(a) To manufacture, buy, sell, deal in, and distribute soaps and soap substitutes, perfumery, oils, fats, scouring and cleaning materials, and all materials, chemicals and compounds and the like which shall partake of the properties of soap, or are similar thereto, or have like uses; to carry on the business of preparing, compounding, manufacturing, distributing and dealing generally in and with chemicals, chemical compounds, proprietary articles and specialties, and all kinds of toilet products and materials; and to deal in and with all of such materials whether as manufacturer, wholesaler, distributor or retailer.

(b) To act as agents, brokers, representatives, distributors, or retailers for other manufacturers of, or jobbers in, articles of the kind set forth in subdivision (a) hereof.

(c) To borrow money, and for moneys borrowed, or for the payment for property acquired, or for any other object or purpose of the corporation or otherwise in connection with the transaction of any part of its business, to issue bonds, debentures,



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notes and other obligations, secured or unsecured, and to mortgage, pledge and hypothecate any and all of its properties or assets as security therefor.

(d) To purchase or otherwise acquire, sell, own, mortgage, sell, lease (as lessor or lessee), convey, or otherwise dispose of, or deal in or with, either as principal, agent or factor, real and/or personal property, without limit as to amount, of every class and description, in any of the states, districts, territories or colonies of the United States, and in any and all foreign countries, subject to the laws of such state, district, territory, colony or country.

(e) To purchase, otherwise acquire, own, hold and vote shares of the capital stock, bonds, debentures, notes or other securities or evidences of indebtedness of any other corporation or association, whether domestic or foreign, and whether now or hereafter organized, and while the owner thereof to exercise all the rights, powers and privileges of ownership, including the right to vote thereon as a natural person might or could do.

(f) To purchase or otherwise acquire, from time to time, shares of its own capital stock insofar as the same may then be permitted by law, and to own, hold, sell, transfer and re-issue the same.

(g) To buy, sell, negotiate, exchange, purchase, trade and deal in and with shares of stock, mortgages, debentures, scrip, bonds, notes, acceptances, trust certificates and securities of any government, state or public or private corporation, or any corporate body, partnership, individual or association; to invest in any of the foregoing, and from time to time to change the investments of the corporation, and to act as agent, broker or attorney in fact for any of such purposes.

(h) To lend money or to extend its credit to customers and others having dealings with the corporation, and to guarantee the performance of the contracts of any such persons, and in connection with any such loans or extensions of credit, at its election, to take real, personal or mixed property as security therefor, either by pledge, mortgage, or other form of hypothecation.

(i) To lend money with or without security; and to take mortgages, deeds of trust, pledges and securities of real estate and/or personal property to secure said loans.

(j) To purchase or otherwise acquire the whole or any part of the property, assets, business, good will, and rights, and to undertake or assume the whole or any part of the bonds, mortgages, franchises, leases, contracts, guarantees, liabilities and other obligations of any person, firm, association, corporation or organization, and to pay for the same or any part or combination thereof in cash, shares of the capital stock, bonds, debentures, notes and other obligations of this corporation, or otherwise, or by undertaking and assuming the whole or any part of the liabilities or obligations of the transferor, and to hold or in any manner

dispose of the whole or any part of the property or assets so acquired and purchased; and to conduct in any lawful manner the whole or any part of the business so acquired, and to exercise all of the powers necessary or convenient in or to the conduct, management and carrying on of such business.

(a) To manufacture, export, import, buy, sell, and generally deal in goods, wares, merchandise and property of every kind and description.

(1) To apply for, obtain, register, purchase, lease, or otherwise acquire, hold, own, use, operate, introduce, develop, and control, sell, assign, or otherwise dispose of, or to take or grant licenses or other rights with respect to, and in all ways to purchase or otherwise acquire, own, hold, sell, exploit or turn to account, inventions, improvements, processes, copyrights, patents, trade-marks, formulas trade-marks and distinctive marks and similar rights of any and all kinds wherever granted, registered or established by or under the laws of the United States or of any other state, country or place.

(a) To make and enter into contracts of every sort and kind with any individual, firm, corporation or association, private, public or municipal, body politic and with the Government of the United States, or any state, territory or colony thereof.

(a) Any and all of the above enumerated powers and privileges may be exercised by such corporation either directly or through the agency, ownership or control of local institutions, in any of the states, districts, colonies, dependencies and possessions of the United States of America, and in any and all foreign countries and places, subject, however, to the laws of such country and place.

(c) To do all and every thing necessary, suitable and proper for the accomplishment of the foregoing purposes, or anything which the Board of Directors of the corporation may, from time to time, deem to be conducive or expedient for the prosecution or benefit of the corporation, and the foregoing clauses shall be construed both as objects and powers; and it is hereby expressly provided that the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the powers of this corporation, provided, however, that nothing herein set forth shall be so construed as to authorize the formation hereby of insurance, safe deposit, surety, trust company, banking corporation or savings bank; nor shall it be construed to authorize the corporation to do any act, the doing of which act is restricted by law.

THIRD: The principal office for the transaction of the business of this corporation shall be located in the County of Los Angeles, State of California.

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POWER: The total number of shares of stock which the corporation shall be authorized to issue is one hundred thousand (100,000) shares, of which fifty thousand (50,000) shares, of the par value of One Dollar (\$1) per share, shall be cumulative preferred stock, and fifty thousand (50,000) shares, of the par value of One Dollar (\$1) per share, shall be common stock. The aggregate par value of all shares is \$ 100,000.

A statement of the designations and the powers, privileges, preferences and rights, and the qualifications, limitations or restrictions thereof, in respect to the cumulative preferred stock and the common stock, is as follows:

Said cumulative preferred stock shall entitle the holders thereof to receive, out of the surplus profits, a fixed cumulative dividend at the rate of seven per centum per annum on the par value thereof, and no more, in each and every year hereafter, payable semi-annually before any dividend shall be set apart or paid on the common stock. If after providing for the payment of full dividends for any year on the cumulative preferred stock, and for any balance that may remain due on the cumulative dividends on such cumulative preferred stock for preceding years, there shall remain any surplus profits available for dividends, then the Board of Directors shall be authorized to declare so much or all of such surplus profits as dividends on the common stock as in their opinion and discretion should be paid.

Said cumulative preferred stock shall be subject to be called for redemption on a pro rata basis of the preferred

stock outstanding at One Dollar and Five Cents (\$1.05) per share, and accumulated dividends unpaid at the time of redemption on any date of payment of dividends on said cumulative preferred stock after three years from the issue thereof, provided that thirty (30) days notice of such redemption shall be given to the holder of such stock, and such notice shall be mailed to the last known address of the holder of such stock.

The holders of the cumulative preferred stock shall, in case of liquidation, dissolution, consolidation, merger, or sale of the entire assets, of the corporation, be entitled to be paid in full both the par value of their shares and the accumulated unpaid dividends thereon before any amount shall be paid to the holders of the common stock, and upon such payment the remaining assets shall be distributed among the holders of the common stock in proportion to their holdings.

The corporation reserves the right to issue bonds having priority over any and all issued and unissued stock of the corporation.

FIFTH: The total number of shares of stock of this corporation that has actually been subscribed is three (3) shares, of common stock and the following are the names of the subscribers and the number of shares subscribed by each respectively, and the amount to be paid by them for each of such shares:

NAME	NUMBER OF SHARES	AMOUNT TO BE PAID
P. M. Long	One, of common stock	\$1.00
E. R. Card	One " "	1.00
Pierre E. Haynes	One " "	1.00

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SIXTH: The number of directors of said corporation shall be three (3), and the names and residences of those who are appointed to act until the first annual meeting of the stockholders, or until the selection and qualification of their successors, are as follows:

NAME	RESIDENCE
P. M. Long,	2727 Flower Street, Huntington Park, California
E. R. Card,	437 North Stanley Avenue, Los Angeles, Calif.
Pierre E. Zaynes,	2632 East Fifty-fourth St., Los Angeles, Calif.

SEVENTH: The shareholders of this corporation shall not have preemptive rights to subscribe to any issue of shares by this corporation.

EIGHTH: The right to transfer or hypothecate the common shares of this corporation shall be subject to the following restrictions, to wit:

The holder of any issued common stock in the corporation shall not transfer the same to any person not already a common shareholder so long as any common shareholder is willing to purchase said share or interest at the prescribed price as the same is hereinafter defined. That in order to ascertain whether any common shareholder is willing to purchase any such share or shares, the person, whether a shareholder of the corporation or not, proposing to transfer the same, hereinafter called the retiring shareholder, shall give notice in writing to the corporation that he desires to transfer the same, and such notice shall constitute the corporation his agent for the sale of the share or shares to any common shareholder of the corporation at the prescribed price. If the corporation shall, within the space of thirty (30) days after such notice, find a common shareholder desiring to purchase such share or shares, hereinafter

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called the purchasing shareholder, and shall give notice thereof to the retiring shareholder, he shall be bound at such time, within fifteen (15) days thereafter, as the corporation shall appoint, upon payment of the prescribed price to transfer such share or shares to the purchasing shareholder. If in any case the retiring shareholder, after becoming bound as aforesaid, makes default in transferring such share or shares, the corporation may receive the purchase money, and shall thereupon cause the name of the purchasing shareholder to be entered upon the register as the holder of such share or shares, and shall hold the purchase money in trust for the retiring shareholder, his executors, administrators or assigns, and the receipt of the corporation for the purchase money shall be a good discharge to the purchasing shareholder, and he shall not be bound to see to the application thereof, and after the name of the purchasing shareholder has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person, and the purchasing shareholder shall be deemed and taken to be the owner of said share or shares. The prescribed price shall mean the amount paid in on such share or shares plus the proportionate part of the undivided profits, not including any contingent and/or reserve fund shown by the annual balance sheet of the corporation next prior to the giving of such notice. The corporation shall in all cases of receiving notice of desire to sell stock, as aforesaid, allow the other common shareholders the opportunity to take same in proportion to their respective holdings of stock in the corporation, making all necessary adjustments to avoid fractions of shares, and for that purpose giving the

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preference in all cases to common shareholders who have the largest holdings.

The corporation shall be entitled to treat the person in whose name any share is registered as the owner thereof, for all purposes, and shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not the corporation shall have notice thereof, save as expressly provided by the laws of the State of California.

In case a court of competent jurisdiction should by its decree, judgment, or decree of distribution, or otherwise, order or adjudge that the person or persons therein designated are the lawful holders of stock in this corporation, then unless the time for taking an appeal from such decree, judgment, and/or decree of distribution, shall have expired, or in case an appeal has been taken, then until said appeal is finally determined the corporation shall have the right to demand from such transferee such indemnity bond as in the judgment and opinion of the directors is adequate to protect the corporation in case of a reversal of such judgment, decree, and/or decree of distribution.

NINTH: The corporation shall have a first lien on the shares of its members and upon all dividends due them for any indebtedness by such members to the corporation.

TENTH: The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

ELEVENTH: In furtherance, and not in limitation, of the powers conferred by statute, the Board of Directors is expressly authorized to authorize and cause to be executed mortgages and liens upon the real and personal property of this corporation, only pursuant, however, to the affirmative vote of the holders of at least two-thirds (2/3) of the stock issued and outstanding, having voting power, given at a stockholders' meeting duly called for that purpose; or when authorized by the written consent of the holders of two-thirds (2/3) of the voting stock issued and outstanding, the Board of Directors shall have power and authority at any meeting to sell, lease, or exchange all or the major part of the property and assets of this corporation, upon such terms and conditions, and for such consideration, which may be in whole or in part, shares of stock in, and/or other securities of, any other corporation or corporations, as the Board of Directors deem expedient and for the best interests of the corporation.

This corporation may in its by-laws confer powers upon its directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon them by the statute.

TWELFTH: This corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, we have hereunto set out hands this  
24 day of December, 1930.

P. M. Long  
E. R. Long  
James E. Douglas

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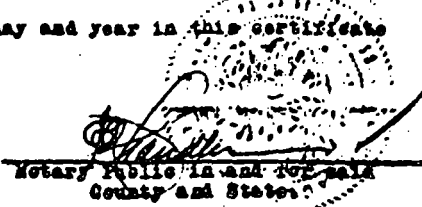
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STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

} ss

On this 24 day of December, 1930, before me,  
E. R. Chandler, a Notary Public in and for said  
County and State, residing therein, duly commissioned and sworn,  
personally appeared P. M. LONG, E. R. CARD, and PIERRE E. FAYNES,  
known to me to be the persons named as directors in the within  
instrument, and whose names are subscribed thereto, and severally  
acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand, and  
affixed my official seal the day and year in this certificate  
first above written.

  
Notary Public in and for said  
County and State

My Commission Expires May 19, 1933

(Name changed to ERLIN SOAP & CHEMICAL COMPANY)

FILED

In the office of the Secretary of State  
OF THE STATE OF CALIFORNIA

MAY 23 1932

FRANK C. JORDAN

SECRETARY OF STATE

CERTIFICATE OF AMENDMENT  
OF ARTICLES OF INCORPORATION OF

LISTEROL SOAP & CHEMICAL COMPANY, LTD.

The undersigned, E. R. Card and L. B. Bodd, do hereby certify that they are, and have been at all times herein mentioned, the duly elected and acting President and Secretary-Treasurer, respectively, of Listerol Soap & Chemical Company, Ltd., a California corporation; and further, that:

1. A special meeting of the Board of Directors of said corporation was duly held at the principal office for the transaction of business of said corporation, at 2632 East Fifty-fourth Street, Huntington Park, Los Angeles County, California, at two o'clock P. M. on the 19th day of May, 1932, at which meeting there were at all times present and acting a quorum and a majority of said Board, the full number of which comprise three members.

2. At said meeting the following resolution was duly adopted:

"WHEREAS, it is deemed by the Board of Directors of this corporation to be to its best interest that its Articles of Incorporation be amended to adopt a new name:

"NOW, THEREFORE, BE IT RESOLVED, that Article FIRST of the Articles of Incorporation of this corporation be amended to read as follows:

"FIRST: That the name of said corporation .

ERLIN SOAP & CHEMICAL COMPANY."

"RESOLVED, further, that the President and the Secretary-Treasurer of this corporation be and they are hereby authorized and directed to procure the approval of these resolutions by the vote or written consent of the shareholders of this corporation holding at least a majority of the voting power, and thereafter to execute and verify by their oath, and to file, a certificate in

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the form and manner required by Section 362b of the California Civil Code, and in general to do any and all things necessary to effect such amendment in accordance with said Section 362b."

3. All of the Directors present and acting at said meeting, to wit, three Directors, voted in favor of said resolution, constituting all of the Directors of said corporation in favor of said resolution.

4. A special meeting of the shareholders entitled to vote on the amendment provided in the foregoing Directors' resolution was held at two-thirty o'clock P. M. on the 19th day of May, 1932, at the principal office of this corporation at Huntington Park, California; at said special meeting a resolution in the form hereto attached as Exhibit A and made a part hereof, approving the foregoing resolution of the Board of Directors, was adopted by the total vote of 19,203 shares, and said resolution, Exhibit A, set forth the wording of said resolution of the Board of Directors.

5. The total number of issued and outstanding shares of stock of said corporation, the holders of which are entitled to vote on amendments of the Articles of Incorporation of the character of the amendment above referred to, is 19,203.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment, this 19th day of May, 1932.

E. R. Bask  
Is President of Listerol Soap & Chemical Company, Ltd.

W. D. Bask  
Is Secretary-Treasurer of Listerol Soap & Chemical Company, Ltd.

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STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.

E. R. CARD and L. B. DODD, being first duly sworn,  
each for himself deposes and says:

That E. R. Card is, and was at all of the times mentioned in the foregoing Certificate of Amendment, the President of Listerol Soap & Chemical Company, Ltd., the California corporation therein mentioned; and L. B. Dodd is, and was at all of said times, the Secretary-Treasurer of said corporation; that each has read said Certificate, and that the statements therein made are true of his own knowledge, and that the signatures purporting to be the signatures of said President and Secretary-Treasurer thereto, are the genuine signatures of said President and said Secretary-Treasurer respectively.

E. R. Card  
L. B. Dodd

Subscribed and sworn to before me  
this 19th day of May, 1932.

Adeline M. Johnson  
Notary Public in and for said  
County and State.

My Commission Expires March 10, 1933

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EXHIBIT A:

RESOLUTION ADOPTED AT A SPECIAL MEETING  
OF THE SHAREHOLDERS OF LISTEROL SOAP &  
CHEMICAL COMPANY, LTD., HELD AT HUNTING-  
TON PARK, CALIFORNIA, AT TWO-THIRTY  
O'CLOCK P. M. ON THE 19TH DAY OF MAY, 1932.

WHEREAS, the Board of Directors of this corporation,  
at a special meeting duly held on the 19th day of May, 1932,  
at the principal office of this corporation, located at 2622  
East Fifty-fourth Street, Huntington Park, Los Angeles County,  
California, by the unanimous vote of the members of said Board  
of Directors, adopted the following resolution, to wit:

"WHEREAS, it is deemed by the Board of Direc-  
tors of this corporation to be to its best in-  
terest that its Articles of Incorporation be amend-  
ed to adopt a new name:

"NOW, THEREFORE, BE IT RESOLVED, that Article  
FIRST of the Articles of Incorporation of this  
corporation be amended to read as follows:

"FIRST: That the name of said corporation is  
ERLEN SOAP & CHEMICAL COMPANY."

"RESOLVED, further, that the President and the  
Secretary-Treasurer of this corporation be and they  
are hereby authorized and directed to procure the  
approval of these resolutions by the vote or written  
consent of the shareholders of this corporation hold-  
ing at least a majority of the voting power, and  
thereafter to execute and verify by their oath, and  
to file, a certificate in the form and manner re-  
quired by Section 362b of the California Civil Code,  
and in general to do any and all things necessary to  
effect such amendment in accordance with said Section  
362b."

NOW, THEREFORE, BE IT RESOLVED, that the foregoing  
resolution of the Board of Directors of this corporation and  
the amendment of the Articles of Incorporation therein pre-  
vided, be and the same hereby are approved.

EXHIBIT A.

CERTIFICATE OF AMENDMENT  
OF ARTICLES OF INCORPORATION OF  
ERLEN SOAP & CHEMICAL COMPANY

Secretarial Seal

Corporation No.

142771

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The undersigned, E. R. Card, and Frank Card, do hereby certify that they are, and have been at all times herein mentioned, the duly elected and acting President and Secretary-Treasurer, respectively, of Erlen Soap & Chemical Company, a California Corporation and further that:

1. A regular meeting of the Board of Directors of Said Corporation was held at the principal office for the transaction of business of Said Corporation, at 2632 E. 54th St., Huntington Park, Los Angeles County, California at 10:00 o'clock A.M. on the 2nd day of February, 1946, at the meeting there were at all times present and acting a quorum and a majority of Said Board, the full number of which comprise three members.

2. At said meeting the following resolution was duly adopted:

"WHEREAS, it is deemed by the Board of Directors of this Corporation to be to its best interests that its Articles of Incorporation be amended to adopt a new name:

"NOW, THEREFORE, BE IT RESOLVED, That Articles FIRST, of the Articles of Incorporation of this Corporation, which was first amended on May 19th, 1932, be further amended to read as follows:

"FIRST: The name of this Corporation is

ERLEN PRODUCTS COMPANY

RESOLVED, further, that the President and the Secretary-Treasurer of this Corporation be authorized and directed to procure the approval of these resolutions by the Vote or Written Consent of the Shareholders of the Corporation holding at least a majority of the Voting Power. And thereafter to execute and verify by their oaths, and to file a certificate in the form and manner required by Section 362b of the California Civil Code, and in general to do any and all things necessary to effect such Amendment in accordance with Said Section 362b.

3. All the directors present and acting at said meeting, to wit: three Directors, voted in favor of said resolution, constituting all of the directors of said Corporation in favor of said resolution.

4. A special meeting of the Shareholders entitled to vote on the amendment provided in the foregoing Directors resolution was held at ten thirty o'clock A.M. on the 2nd day of February, 1946, at the principal office of the Corporation, 2632 E. 54th St., Huntington Park, Los Angeles County, California; at said special meeting a resolution in the form hereto attached as Exhibit A and made a part hereto, approving the foregoing resolution of the Board of Directors, was adopted by the total vote of 23,903 shares, and said resolution, Exhibit A, set forth the wording of said resolution of the Board of Directors.

5. The total number of issued and outstanding shares of stock of Said Corporation, the holders of which are entitled to vote on amendments to the Articles of Incorporation of the Character of the Amendment above mentioned is 24,003.

IN WITNESS WHEREOF, the undersigned have executed this Certificate, this 2nd day of February, 1946.

FILED

In the office of the Secretary of State  
of the State of California

MAR 26 1946

FRANK M. JORDAN, Secretary of State

E. R. Card  
As President of Erlen Soap & Chemical Co.

Frank Card  
As Sec.-Tres. of Erlen Soap & Chemical Co.

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EXHIBIT A

RESOLUTION ADOPTED AT A SPECIAL MEETING  
OF THE SHAREHOLDERS OF MELTZ SO. P. & CHEMICAL  
COMPANY, HELD AT HUNTINGTON PARK, CALIFORNIA

AT 10:30 O'CLOCK, A.M. ON THE 2ND DAY OF FEBRUARY, 1946.

WHEREAS, the Board of Directors of this Corporation, at a special meeting duly held on the 2nd day of February, 1946, at the principal offices of this Corporation, located at 2632 E. 54th St., Huntington Park, Los Angeles County, California, by the Unanimous vote of the members of Said Board of Directors, adopted the following resolution, to wit:

"WHEREAS, it is deemed by the Board of Directors of the Corporation to be to its best interests that the Articles of Incorporation be amended to adopt a new name:

NOW, THEREFORE BE IT RESOLVED, that Article FIRST of the Articles of Incorporation which was first amended on May 19th, 1932, be further amended to read as follows:

"ARTICLE: The name of this Corporation is

MELTZ PRODUCTS COMPANY."

RESOLVED, further, that the President and the Secretary-Treasurer of this Corporation be and are hereby authorized and directed to procure the approval of these Resolutions by the Vote or Written Consent of the Shareholders of this Corporation holding at least a majority of the Voting Power, and thereafter to execute and verify by their oaths, and to file a Certificate in the form and manner required by Section 362b of the California Civil Code and in general to do any and all things necessary to effect such amendment in accordance with Said Section 362b."

NOW THEREFORE, BE IT FURTHER RESOLVED, that the foregoing resolution by the Board of Directors of this Corporation and the Amendments to the Articles of Incorporation therein provided, be and are hereby approved.

EXHIBIT A

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State of California )  
County of Los Angeles ) S.S.

R. R. Card and Frank Card, being first duly sworn, each for himself deposes and says:

That R. R. Card is, and was at all times mentioned in the foregoing Certificate of Amendment, the President of Ethical Soap & Chemical Company the Corporation herein mentioned; and Frank Card is, and was at all of said times, the Secretary-Treasurer of said Corporation; that each has read said Certificate, and that the statements therein made are true of his own knowledge, and that the signatures purporting to be the signatures of said President and said Secretary-Treasurer respectively.

E. R. Card

Frank Card

Subscribed and sworn to  
before me this 14th  
day of March 1941

[Signature]

Notary Public in and for said County and State.

My Commission Expires December 31, 1949



BY - LAWS

-of-

ERLEN PRODUCTS COMPANY

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ARTICLE I.

Sec. 1. The name of the corporation is

ERLEN PRODUCTS COMPANY

Sec. 2. The corporation shall have a corporate seal circular in form, having inscribed thereon the words  
"ERLEN PRODUCTS COMPANY \* CALIFORNIA \*  
CORPORATE SEAL 1931"

ARTICLE II.

DIRECTORS

Sec. 1. QUALIFICATIONS

The Board of Directors shall consist of the number of directors set forth in the Articles of Incorporation or any amendment thereto. Directors need not be shareholders.

Sec. 2. QUORUM

A majority of the authorized number of members of the Board of Directors shall constitute a quorum for the transaction of business.

Sec. 3. ELECTION

The directors shall be elected by ballot at the annual meeting of the shareholders, and shall serve for one year and until their successors are elected and qualified. Their terms of office shall begin immediately after election.

Sec. 4. VACANCIES

Vacancies in the Board of Directors shall be filled by the other directors in office. The directors so appointed shall hold office until the next ensuing annual meeting of the shareholders and until their successors are elected and qualified.

A vacancy shall be deemed to exist in case the shareholders shall increase the authorized number of directors but shall fail for a period of thirty days from the effective date of such increase to elect the additional directors so provided for, or in case the shareholders fail at any time to elect the full number of authorized directors.

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When one or more of the directors shall give notice of his or their resignation to the Board, effective at a future date, the Board shall have the power to fill such vacancy or vacancies to take effect when such resignations shall become effective. Each director so appointed shall hold office during the remainder of the term of office of the resigning director or directors, or until their successors are elected and qualified.

Sec. 5. POWERS

The Board of Directors shall have power:

- (a) To call special meetings of the shareholders when it deems it necessary.
- (b) To appoint and remove any and all officers, agents and employees of the corporation, prescribe their duties, fix their compensation, and require from them security for faithful service.
- (c) To conduct, manage and control the affairs and business of the corporation; to make rules and regulations not inconsistent with the laws of the State of California and the By-laws of the corporation for the guidance of the officers and the management of the affairs of the corporation.
- (d) To incur indebtedness.

Sec. 6. DUTIES

It shall be the duty of the Board of Directors:

- (a) To declare dividends out of the surplus profits arising from the business of the corporation, when such profits shall in their opinion warrant the same.
- (b) To call a meeting of the shareholders at any time upon receipt of the written request of the shareholders holding one-fourth, or more, of the issued and outstanding capital stock.

Sec. 7. REGULAR MEETING OF DIRECTORS

The directors elect, without previous notice, shall meet immediately after the adjournment of the annual or other meeting of the shareholders at which they were elected, and shall at such meeting proceed to elect the officers of the corporation and do and perform such other matters and things as are usually done at a board organization meeting. If at the time fixed for the organization meeting of the directors elect, no quorum is in attendance, the directors elect present shall adjourn from time to time until a quorum is obtained.

Sec. 8. SPECIAL MEETINGS OF DIRECTORS-NOTICE

The President, or two of the directors, may call special meetings of the Board of Directors, at any time. Notice shall be given of such called meetings by leaving a written or printed notice with,

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or by sending a telegram to, each director at his last known place of business or mailing address as shown by the records of the corporation, or may be given by mailing said notice through the post office at Burbank, California, at least twenty-four hours next before the time set for the holding of said meeting. The notice given shall be entered in the minutes of the meeting so called.

When any special meeting of the Board of Directors is called, the notice of such special meeting shall state the time, place and purpose of such meeting, and no business other than as specified in such notice shall be transacted at such special meeting unless all of the directors shall by written assent incorporated in the minutes of such meeting, consent to the transaction thereat of other business.

Sec. 9. WAIVER OF NOTICE OF MEETINGS OF DIRECTORS

When all the directors of the corporation are present at any directors' meeting, however called or noticed, and sign a written consent thereto on the record of such meeting, or if a majority of the directors are present, and if those not present sign in writing a waiver of notice of such meeting, whether prior to or after the holding of such meeting, which said waiver shall be filed with the Secretary of the corporation, the transactions of such meeting are as valid as if had at a meeting regularly called and noticed.

ARTICLE III.

OFFICERS

The officers of the corporation shall be a President, one or more Vice-Presidents, a Secretary and a Treasurer. The officers shall be elected by the Board of Directors. The Board may also elect a General Manager who shall hold office at the pleasure of the Board of Directors. The Board may appoint one or more Assistant Secretaries and/or Assistant Treasurers, and such other officers as it may from time to time deem proper. The office of Secretary and Treasurer, the office of Assistant Secretary and Assistant Treasurer, and office of President and General Manager may, but need not be, held by the same person.

Wherever the By-laws require or direct an act or thing to be done or performed by the Secretary or by the Treasurer of this corporation, such act or thing may be done or performed by an Assistant Secretary or by an Assistant Treasurer, respectively, with the same force, effect and validity as if done or performed by the Secretary or Treasurer, respectively, unless the Board of Directors shall expressly direct that a certain act or thing shall be done by the Secretary or Treasurer rather than by an Assistant Secretary or an Assistant Treasurer.

ARTICLE IV.

PRESIDENT

Sec. 1. ELECTION

The Board of Directors shall at its first meeting after each annual meeting of the shareholders elect a President, who shall have

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the management of the affairs of the corporation including the employment and discharge of employees. The President may, but need not be, a member of the Board of Directors.

Sec. 2. IN ABSENCE OR DISABILITY OF PRESIDENT

If at any time the President shall be unable to act, any Vice-President shall take his place and perform his duties. If any of the Vice-Presidents from any cause shall be unable to act, the Board shall appoint some other member of the Board to do so, in whom shall be vested, for the time being, all the powers and duties of said office.

Sec. 3. DUTIES

The President Shall:

- (a) Preside over all meetings of the shareholders and directors.
- (b) Call special meetings of the Board of Directors whenever he deems it necessary.
- (c) Discharge and perform such other duties as may be required of him by the By-laws or Board of Directors.
- (d) Present a statement at the annual meeting of the shareholders, showing the assets and liabilities of the corporation, and generally the condition of its affairs. A similar statement shall be presented at any other meeting of the shareholders when requested in writing by persons holding at least one-fourth of the issued and outstanding capital stock of the corporation.

ARTICLE V.

GENERAL MANAGER

The General Manager, if any, shall perform such duties as may be required by the Board of Directors. The compensation of the General Manager shall be fixed by the Board.

ARTICLE VI.

It shall be the duty of the Secretary:

- 1. To keep a record of the proceedings of the Board of Directors and of the shareholders in the minute book of the corporation.
- 2. To keep the corporate seal of the corporation, and the book of blank certificates of stock, fill in and sign all certificates issued, and shall affix said corporate seal to all papers requiring the same.

3. To keep a proper stock certificate book with its stubs, a record of all transfers of stock and a stock ledger, in the form and manner and showing such matters and items as are required by law.

4. He shall discharge such other duties as may be prescribed by the Board of Directors.

5. He shall give, serve, or cause to be given, or served, all notices required to be given, either by law or by the By-laws of the corporation. In case of the absence, inability, neglect or refusal of the Secretary or the Assistant Secretaries so to do, then such notices may be served by any person thereunto directed by the President, or in the absence of the President, by any Vice-President of the corporation.

#### ARTICLE VII.

##### TREASURER

If the Board of Directors shall by resolution provide, the Treasurer shall receive and have deposited all funds of the corporation in a bank or banks to be designated by the Board. All disbursements of said funds shall be by check of the corporation, signed and counter-signed by such officers as the Board of Directors may from time to time designate.

#### ARTICLE VIII.

##### TRANSFER OF STOCK

Subject to the provisions of Article EIGHTH of the Articles of Incorporation of this corporation, shares of the capital stock of the corporation may be transferred at any time by the holders thereof, or by attorney legally constituted, or by their legal representatives, by valid endorsement on the certificate of stock, but no transfer shall be valid until the surrender of the certificates and the acknowledgment of such transfer on the books of the corporation, and until there has been paid, at the option of the management of the corporation in each instance, the cost of any United States Internal Revenue Stamps required by law to be affixed to the certificates, stubs or other instrument in connection with such transfer.

Proof of the validity of any such endorsement shall be furnished, if demanded by the President or General Manager, before the corporation shall be obliged to make any such transfer.

#### ARTICLE IX.

##### ANNUAL MEETING OF SHAREHOLDERS

Sec. 1. The annual meetings of the shareholders shall be held at the principal place of business of the corporation at Burbank, California, on the first Tuesday after the first Saturday in the month of January of each year, at the hour of two o'clock in the afternoon, the next annual meeting to be held in January, 1931, If such a day shall fall upon a holiday such

annual meeting shall be held on the next succeeding business day thereafter, at the hour of two o'clock p.m.

Sec. 2 NO NOTICE NEED BE GIVEN OF SUCH ANNUAL MEETINGS OF SHAREHOLDERS

ARTICLE X.

SPECIAL MEETINGS OF SHAREHOLDERS

Sec. 1 CALLING OF MEETING

Special meetings of the shareholders may be called:

- (a) By the President; or
- (b) By the Secretary upon receipt of the written request of a majority of the members of the Board of Directors; or
- (c) By the written request of record owners of one-fourth of the issued and outstanding shares of the capital stock filed with the Board of Directors.

Sec. 2. NOTICE TO BE GIVEN

When a special meeting of the shareholders is so called, the Secretary shall give or cause to be given, a notice of such special meeting in the same manner as is prescribed for the giving of notice of the annual meeting of the shareholders.

Notices of special meetings of the shareholders shall state the time, place and purposes of such meeting, and no business other than that specified in such notice shall be transacted at such meeting unless all of the shareholders, either in person or by proxy, shall by written consent incorporated in the minutes of such shareholders' meeting, consent to the transaction thereof of other business.

ARTICLE XI.

PRESS PUBLICATION OF NOTICE NOT REQUIRED

Service of notice of any meeting of the shareholders or Board of Directors by the publication of such notice in any newspaper is hereby expressly dispensed with.

ARTICLE XII.

QUORUM

No meeting of the shareholders shall be competent to transact business unless a majority of the subscribed capital stock is

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represented either in person, or by written proxy, except to adjourn from day to day, or from time to time.

ARTICLE XIII.

CLOSING OF TRANSFER BOOKS

The Board of Directors may close the stock transfer books for a period not exceeding thirty days prior to the dates and for the purposes specified in Section 312 of the Civil Code of the State of California.

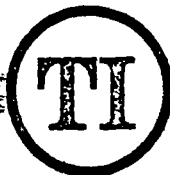
ARTICLE XIV.

AMENDMENTS

The By-laws may be repealed or amended, or new By-laws may be adopted, at the annual or at any other meeting of the shareholders called for that purpose by the Board of Directors, by a vote equal to two-thirds of the subscribed capital stock, or by the written assent of the holders of two-thirds of the subscribed capital stock, as provided by Section 304 of the Civil Code of the State of California.

TO 1012-1 FT C  
California Land Title Association  
Standard Coverage Policy Form  
Copyright 1963

FOUNDED



IN 1893

# POLICY OF TITLE INSURANCE

ISSUED BY

## Title Insurance and Trust Company

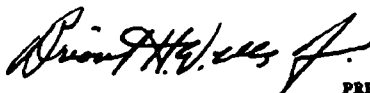
Title Insurance and Trust Company, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.

*In Witness Whereof*, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Title Insurance and Trust Company

by 

PRESIDENT

Copy of Policy

No additional liability assumed

Attest

SECRETARY



## CONDITIONS AND STIPULATIONS

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### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "land": the land described, specifically or by reference, in Schedule C and improvements affixed thereto which by law constitute real property;

(b) "public records": those records which impart constructive notice of matters relating to said land;

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;

(d) "date": the effective date;

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument; and

(f) "insured": the party or parties named as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, subject otherwise to the provisions hereof.

### 2. BENEFITS AFTER ACQUISITION OF TITLE

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

### 3. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

This policy does not insure against loss or damage by reasons of the following:

(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.

(b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.

(c) Title to any property beyond the lines of the land expressly described in Schedule C, or title to streets, roads, avenues, lanes, ways or waterways on which

such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.

(d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.

(e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value without knowledge.

### 4. DEFENSE AND PROSECUTION OF ACTIONS — NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the mortgage and indebtedness covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or, if an Insured in good faith leases or contracts to sell, lease or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any de-

fect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

### 5. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 4(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

### 6. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness; such purchase, payment or tender of payment of

(Conditions and Stipulations Continued and Concluded on Last Page of This Policy)

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COPY

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**CONDITIONS AND STIPULATIONS** (Continued and Concluded From Reverse Side of Policy Face)

the full amount of this policy, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event, after notice of claim has been given to the Company by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

**7. PAYMENT OF LOSS**

(a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance *pro tanto* and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company, provided, however, if the owner of

an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce *pro tanto* the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage. Payment in full by any person or voluntary satisfaction or release by the Insured of a mortgage covered by this policy shall terminate all liability of the Company to the insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

**8. LIABILITY NONCUMULATIVE**

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the Insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment to the Insured under this policy. The provisions of this paragraph numbered 8 shall not apply to an Insured owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

**9. SUBROGATION UPON PAYMENT OR SETTLEMENT**

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If

loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the mortgage, or release any collateral security for the indebtedness, provided such act does not result in any loss of priority of the lien of the mortgage.

**10. POLICY ENTIRE CONTRACT**

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy.

No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

**11. NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy or to its Home Office, 433 South Spring Street, Los Angeles 54, California.

**12. THE PREMIUM SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.**



Title Insurance and Trust Company

FOUNDED IN 1893

ATA/aw

ATA/aw

ATA/aw

116

2343 1.11

\$35,000.00  
Fee \$150.00

August 30, 1957  
at 8:00 a.m.

471852

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national  
banking association.

ERLEN PRODUCTS COMPANY, a corporation.

A deed of trust dated August 26, 1957, executed by Erlen Products Company,  
a corporation, to Continental Auxiliary Company, a corporation, trustee,  
to secure an indebtedness of \$35,000.00 in favor of Bank of America  
National Trust and Savings Association, a national banking association,  
and any other amounts payable under the terms thereof, recorded August  
30, 1957.

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1. General and special county and city taxes for the fiscal year 1957-1958, a lien not yet payable.

2. A right of way to Laguna Irrigation Company, as shown on the map herein mentioned.

118

That portion of block 92 of subdivision of Rancho Providencia and Scott Tract, in the city of Burbank, county of Los Angeles, state of California, as shown on map recorded in book 43 pages 47, et seq., of Miscellaneous Records, in the office of the county recorder of said county, bounded by the following described lines:

Commencing at a point in the center line of Flower Street, 60 feet wide, ad joining said block on the southwest, distant southeasterly 550.14 feet from the intersection of said center line with the center line of Providencia Avenue, 60 feet wide, adjoining said block on the northwest; thence northeasterly, parallel with the southeasterly line of said block, 30 feet to a point in the northwesterly line of said Flower Street, said last mentioned point being the true point of beginning; thence southeasterly, along the southwesterly line of said block, a distance of 162 feet, more or less, to the northwesterly line of the southeasterly 215 feet, measured at right angles, of the northwesterly half of said block, said northwesterly half being one-half the area of said block, computed to the centers of adjoining streets as shown on said map, the southeasterly line of said one-half being parallel with the southeasterly line of said block; thence northeasterly, along said northwesterly line, to the northeasterly line of said block; thence northwesterly along said northeasterly line, to a line parallel with the southeasterly line of said block and which passes through the true point of beginning; thence southwesterly, along said parallel line, to the true point of beginning.

An inspection of said land discloses the improvements thereon designated as 700 South Flower Street.

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## INDORSEMENT

ATTACHED TO POLICY NO. 471852

ISSUED BY

### Title Insurance and Trust Company

The Company hereby insures against loss which said Insured shall sustain by reason of any of the following matters:

1. Any incorrectness in the assurance which the Company hereby gives:
  - (a) That there are no covenants, conditions, or restrictions under which the lien of the mortgage referred to in Schedule A can be cut off, subordinated, or otherwise impaired;
  - (b) That there are no present violations on said land of any enforceable covenants, conditions, or restrictions;
  - (c) That, unless a statement that such restrictions have been so imposed is expressly set forth in Schedule B, no restrictions upon the sale or occupancy of said land on the basis of race, color, or creed have been imposed subsequent to February 15, 1950;
  - (d) That, except as shown in Schedule B, there are no encroachments of buildings, structures, or improvements located on said land onto adjoining lands, nor any encroachments onto said land of buildings, structures, or improvements located on adjoining lands.
2. (a) Any future violations on said land of any covenants, conditions, or restrictions occurring prior to acquisition of title to said estate or interest by the Insured, provided such violations result in loss or impairment of the lien of the mortgage referred to in Schedule A, or result in loss or impairment of the title to said estate or interest if the Insured shall acquire such title in satisfaction of the indebtedness secured by such mortgage;
- (b) Unmarketability of the title to said estate or interest by reason of any violations on said land, occurring prior to acquisition of title to said estate or interest by the Insured, of any covenants, conditions, or restrictions.
3. Damage to existing improvements, including lawns, shrubbery or trees
  - (a) which are located or encroach upon that portion of the land subject to any easement shown in Schedule B, which damage results from the exercise of the right to use or maintain such easement for the purposes for which the same was granted or reserved;
  - (b) resulting from the exercise of any right to use the surface of said land for the extraction or development of the minerals excepted from the description of said land or shown as a reservation in Schedule B.
4. Any final court order or judgment requiring removal from any land adjoining said land of any encroachment shown in Schedule B.

Wherever in this indorsement any or all the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms covenants and conditions contained in any lease referred to in Schedule A.

The total liability of the Company under said policy and any indorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This indorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

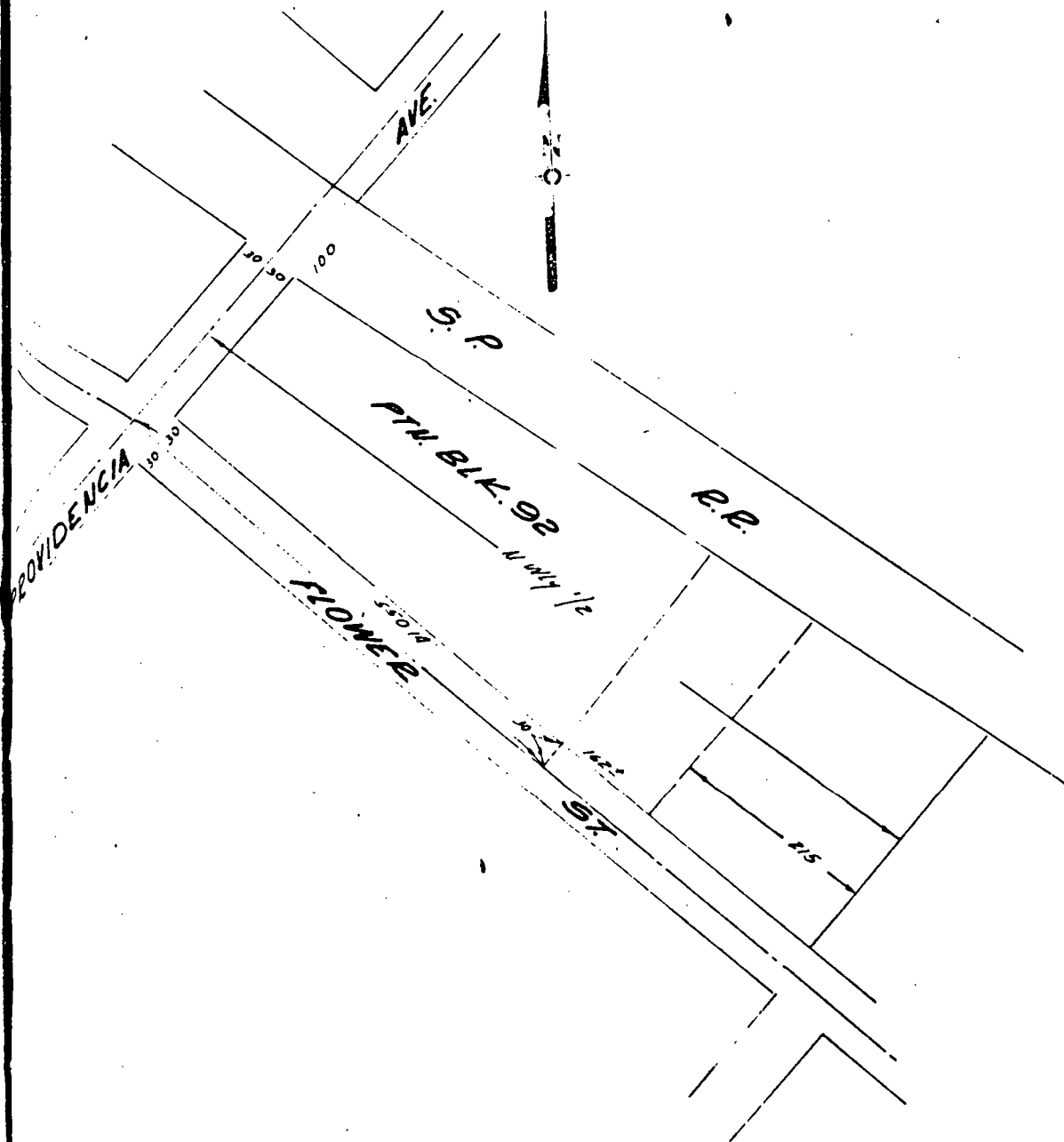
Title Insurance and Trust Company

COPY

By

SECRETARY

120



ALL DATA IS COMPILED FOR INFORMATION ONLY FROM DATA SHOWN BY OFFICIAL REPORTS

XERO COPY

XERO COPY

XERO COPY

BOOK 34713 PAGE 301

PLACE INTERNAL REVENUE STAMPS IN THIS SPACE

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## Quitclaim Deed

A.E. I. R. S. 2

Form 440 Rev. 1-40

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Rolla C. De Hater, an unmarried man, Roy De Hater, a single man, and Mary De Hater, a widow

do hereby  
REWISE, RELEASE AND FOREVER QUITCLAIM to Erlen Products, Co., a California corporationthe real property in the City of Burbank  
State of California, described as:

County of Los Angeles

Any portion of the northwesterly 150 feet of the southeasterly 527 feet, (said distances being measured at right angles to the southeasterly line thereof), of the northwest half of block 92, (the southeasterly line of said northwest half being parallel with the southeasterly line of said block 92), of Subdivision of Rancho Providencia and Scott Tract, in the city of Burbank, county of Los Angeles and state of California, as per map recorded in book 43 pages 47 et seq., of Miscellaneous Records, in the office of the county recorder of said county, which lies southeasterly of a line described as follows:

Beginning at a point in the center line of Flower Street, 60 feet wide, adjoining said block on the southwest, distant southeasterly 550.14 feet from the intersection of said center line with the center line of Providencia Avenue, 60 feet wide, adjoining said block on the northwest; thence northeasterly, parallel with the southeasterly line of said block, to the northeasterly line of said block.

Dated: October 19, 1950

*Roy De Hater*  
*Mary De Hater*  
*Rolla C. De Hater*

STATE OF CALIFORNIA  
COUNTY OF

Los Angeles

On October 19, 1950

before me, the undersigned, a Notary Public in and for said County and State, personally appeared  
Roy De Hater, Rolla C. De Hater  
and Mary De Hater

known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed.

WITNESS my hand and official seal.

(Seal)

*Arthur Van Meter*  
Notary Public in and for said County and State

SPACE BELOW FOR RECORDER'S USE ONLY

3631

DOCUMENT No.  
RECORDED AT REQUEST OF  
Erlen Products Co.

NOV 1 1950

32 NOV 4 P.M.

BOOK 34713 PAGE 301

OFFICIAL RECORDS

County of Los Angeles, California

Fee \$ 1.75

NAME S. BEATTY, County Recorder

by *J. Robertson*



122

STATE OF CALIFORNIA, } ss.  
County of Los Angeles }

I hereby certify the foregoing to be a full, true and correct copy of the instrument  
appearing recorded in Book No. 34713 of Official Records  
Page 301, Records of Los Angeles County, and that I have carefully compared  
the same with the original record.

In Witness Whereof, I have hereunto set my hand and affixed my  
Official Seal, this ..... day of ..... 19.....

MAME B. BEATTY, County Recorder

By [Signature] Deputy



# Title Insurance and Trust Company

433 SOUTH SPRING STREET - LOS ANGELES 90054

TELEPHONE 626.2411

123

March 22, 1966

SCHIFF, HARDIN, WAITE, DORSCHER & BRITTON  
231 South La Salle Street  
Chicago, Illinois 60604

## IMPORTANT

When replying refer to  
Our No. 6558657

Your No.

Attn: Bernard E. Lyons

The following is a report of the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy. In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain conditions and stipulations and also exceptions from its coverage as may be required by the particular form of policy issued.

Dated as of March 18, 1966 at 7:30 a.m.

*James Russell*  
JAMES RUSSELL

Title Officer

Vestee:

ERLEN PRODUCTS COMPANY, a corporation.

Title of the vestee herein was acquired by deed recorded prior to six months from the date hereof.

### Exceptions:

1. General and special county and city taxes for the fiscal year 1966-1967, a lien not yet payable. for the fiscal year 1965-1966,  
Second Installment : \$1,401.87.

Second Installment of the trade fixtures  
Of : Erlen Products Company  
Fiscal Year : 1965-1966  
Amount : \$39.82.

2. A right of way to Laguna Irrigation Company as shown on the map herein mentioned.

3. Other matters of record which do not describe said land, but which, if any exist, may affect the title. The necessary search and examination will be completed when a statement of information has been received from : New Owner.

### DESCRIPTION

That portion of Block 92 of subdivision of Rancho Providencia and Scott Tract, in the city of Burbank, county of Los Angeles, state of California, as shown on map recorded in book 43 pages 47, et seq., of Miscellaneous Records, in the office of the county recorder of said county, bounded by the following described lines:

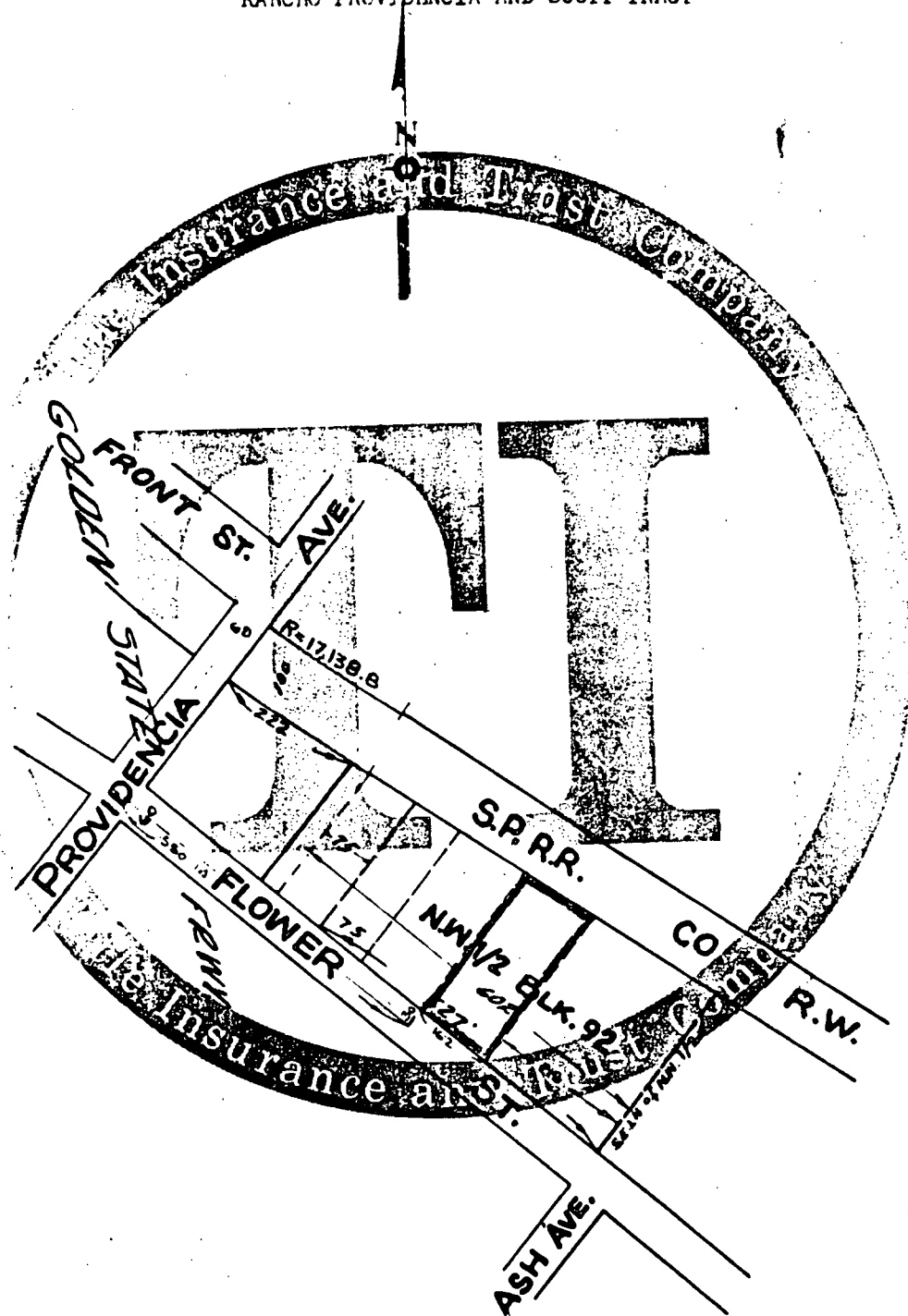
CONTINUED . . . . .

Commencing at a point in the center line of Flower Street, 60 feet wide, adjoining said block on the southwest, distant southeasterly 550.14 feet from the intersection of said center line with the center line of Providencia Avenue, 60 feet wide, adjoining said block on the northwest; thence northeasterly, parallel with the southeasterly line of said block, 30 feet to a point in the northwesterly line of said Flower Street, said last mentioned point being the true point of beginning; thence southeasterly, along the southwesterly line of said block, a distance of 162 feet, more or less, to the northwesterly line of the southeasterly 215 feet, measured at right angles, of the northwesterly half of said block, said northwesterly half being one-half the area of said block, computed to the centers of adjoining streets as shown on said map, the southeasterly line of said one-half being parallel with the southeasterly line of said block; thence northeasterly, along said northwesterly line, to the northeasterly line of said Block; thence northwesterly along said northeasterly line, to a line parallel with the southeasterly line of said block and which passes through the true point of beginning; thence southwesterly, along said parallel line, to the true point of beginning.

JR:sw  
plats encl.

125

PORTION OF BLOCK 92 OF SUBDIVISION OF  
RANCHO PROVIDENCIA AND SCOTT TRACT



This is not a survey of the land but is compiled for information by the  
Title Insurance and Trust Company from data shown by the official records.



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# Title Insurance and Trust Company

433 SOUTH SPRING STREET - LOS ANGELES 90054  
TELEPHONE 626.2411

April 6, 1966

**IMPORTANT**  
When replying refer to  
Our No. 6558657


- SCHIFF, HARDIN, WAITE, DORSCHER & BRITTON
- 231 South La Salle Street
- Chicago, Illinois 60604

Your No.

Attn: Bernard E. Lyons

## AMENDED REPORT

Amending our report dated March 18, 1966, to eliminate item No. 3 from said report.

  
JAMES RUSSELL, Title Officer

JR:sw  
cc to Mr. Jack Pittas

TO 1012-1 FT C  
California Land Title Association  
Standard Coverage Policy Form  
Copyright 1963

FOUNDED



IN 1893

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# POLICY OF TITLE INSURANCE

ISSUED BY

Title Insurance and Trust Company

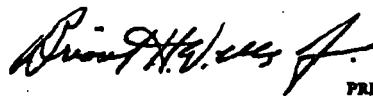
Title Insurance and Trust Company, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.

*In Witness Whereof*, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Title Insurance and Trust Company

by  PRESIDENT

Copy of Policy

Attest No additional liability assumed

SECRETARY

# CONDITIONS AND STIPULATIONS

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## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "land": the land described, specifically or by reference, in Schedule C and improvements affixed thereto which by law constitute real property;
- (b) "public records": those records which impart constructive notice of matters relating to said land;
- (c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;
- (d) "date": the effective date;
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument; and
- (f) "insured": the party or parties named as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, subject otherwise to the provisions hereof.

## 2. BENEFITS AFTER ACQUISITION OF TITLE

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

## 3. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

This policy does not insure against loss or damage by reasons of the following:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.
- (b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.
- (c) Title to any property beyond the lines of the land expressly described in Schedule C, or title to streets, roads, avenues, lanes, ways or waterways on which

such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.

(d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.

(e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value without knowledge.

## 4. DEFENSE AND PROSECUTION OF ACTIONS — NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the mortgage and indebtedness covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or, if an Insured in good faith leases or contracts to sell, lease or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any de-

fect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

## 5. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 4(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

## 6. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness; such purchase, payment or tender of payment of

(Conditions and Stipulations Continued and Concluded on Last Page of This Policy)

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XERO COPY

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CONDITIONS AND STIPULATIONS (Continued and Concluded From Reverse Side of Policy Face)

the full amount of this policy, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event, after notice of claim has been given to the Company by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

**7. PAYMENT OF LOSS**

(a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company; provided, however, if the owner of

an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage. Payment in full by any person or voluntary satisfaction or release by the Insured of a mortgage covered by this policy shall terminate all liability of the Company to the insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

**8. LIABILITY NONCUMULATIVE**

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the Insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment to the Insured under this policy. The provisions of this paragraph numbered 8 shall not apply to an Insured owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

**9. SUBROGATION UPON PAYMENT OR SETTLEMENT**

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If

loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the mortgage, or release any collateral security for the indebtedness, provided such act does not result in any loss of priority of the lien of the mortgage.

**10. POLICY ENTIRE CONTRACT**

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy.

No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

**11. NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy or to its Home Office, 433 South Spring Street, Los Angeles 34, California.

**12. THE PREMIUM SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.**



**Title Insurance and Trust Company**

FOUNDED IN 1888



ATA/CM

ATA/CM

ATA/CM

ATA/CM

137

2313 1.11

\$35,000.00  
Fes \$150.00

August 30, 1957  
at 8:00 a.m.

471852

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association.

ERLEN PRODUCTS COMPANY, a corporation.

A deed of trust dated August 26, 1957, executed by Erlen Products Company, a corporation, to Continental Auxiliary Company, a corporation, trustee, to secure an indebtedness of \$35,000.00 in favor of Bank of America National Trust and Savings Association, a national banking association, and any other amounts payable under the terms thereof, recorded August 30, 1957.

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1. General and special county and city taxes for the fiscal year 1957-1958, a lien not yet payable.
2. A right of way to Laguna Irrigation Company, as shown on the map herein mentioned.

That portion of block 92 of subdivision of Rancho Providencia and Scott Tract, in the city of Burbank, county of Los Angeles, state of California, as shown on map recorded in book 43 pages 47, et seq., of Miscellaneous Records, in the office of the county recorder of said county, bounded by the following described lines:

Commencing at a point in the center line of Flower Street, 60 feet wide, ad joining said block on the southwest, distant southeasterly 550.14 feet from the intersection of said center line with the center line of Providencia Avenue, 60 feet wide, adjoining said block on the northwest; thence northeasterly, parallel with the southeasterly line of said block, 30 feet to a point in the northwesterly line of said Flower Street, said last mentioned point being the true point of beginning; thence southeasterly, along the southwesterly line of said block, a distance of 162 feet, more or less, to the northwesterly line of the southeasterly 215 feet, measured at right angles, of the northwesterly half of said block, said northwesterly half being one-half the area of said block, computed to the centers of adjoining streets as shown on said map, the southeasterly line of said one-half being parallel with the southeasterly line of said block; thence northeasterly, along said northwesterly line, to the northeasterly line of said block; thence northwesterly along said northeasterly line, to a line parallel with the southeasterly line of said block and which passes through the true point of beginning; thence southwesterly, along said parallel line, to the true point of beginning.

An inspection of said land discloses the improvements thereon designated as 700 South Flower Street.

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## INDORSEMENT

ATTACHED TO POLICY NO. 471852

ISSUED BY

Title Insurance and Trust Company

The Company hereby insures against loss which said Insured shall sustain by reason of any of the following matters:

1. Any incorrectness in the assurance which the Company hereby gives:
  - (a) That there are no covenants, conditions, or restrictions under which the lien of the mortgage referred to in Schedule A can be cut off, subordinated, or otherwise impaired;
  - (b) That there are no present violations on said land of any enforceable covenants, conditions, or restrictions;
  - (c) That, unless a statement that such restrictions have been so imposed is expressly set forth in Schedule B, no restrictions upon the sale or occupancy of said land on the basis of race, color, or creed have been imposed subsequent to February 15, 1950;
  - (d) That, except as shown in Schedule B, there are no encroachments of buildings, structures, or improvements located on said land onto adjoining lands, nor any encroachments onto said land of buildings, structures, or improvements located on adjoining lands.
2. (a) Any future violations on said land of any covenants, conditions, or restrictions occurring prior to acquisition of title to said estate or interest by the Insured, provided such violations result in loss or impairment of the lien of the mortgage referred to in Schedule A, or result in loss or impairment of the title to said estate or interest if the Insured shall acquire such title in satisfaction of the indebtedness secured by such mortgage;  
(b) Unmarketability of the title to said estate or interest by reason of any violations on said land, occurring prior to acquisition of title to said estate or interest by the Insured, of any covenants, conditions, or restrictions.
3. Damage to existing improvements, including lawns, shrubbery or trees
  - (a) which are located or encroach upon that portion of the land subject to any easement shown in Schedule B, which damage results from the exercise of the right to use or maintain such easement for the purposes for which the same was granted or reserved;
  - (b) resulting from the exercise of any right to use the surface of said land for the extraction or development of the minerals excepted from the description of said land or shown as a reservation in Schedule B.
4. Any final court order or judgment requiring removal from any land adjoining said land of any encroachment shown in Schedule B.

Wherever in this indorsement any or all the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms covenants and conditions contained in any lease referred to in Schedule A.

The total liability of the Company under said policy and any indorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This indorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

Title Insurance and Trust Company

COPY

By

SECRETARY

**CERTIFICATE**

of

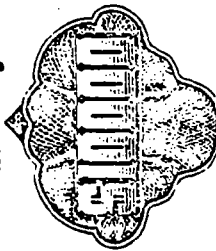
**FORGERY and CHECK  
ALTERATION INSURANCE**

**LUMBERMENS MUTUAL  
CASUALTY COMPANY**

Chicago 40, Illinois

**JAMES S. KEMPER AGENCY, INC.**

Resident Agent



**ISSUED WITH PAYMASTER  
SYSTEM OF CHECK PROTECTION**

**COVERAGE:**

Forgery of Signature

Change of Payee's Name

Change of Amount

Change of Date

Change of Number

**NOTICE NON-CANCELLABLE**

In case of loss or for information write:

**THE PAYMASTER CORPORATION**  
228 South Wabash Avenue  
Chicago 4, Illinois

**\$10,000.00**

**\$10,000.00**

**CERTIFICATE of  
FORGERY and CHECK ALTERATION INSURANCE**

effected with

**LUMBERMENS MUTUAL CASUALTY COMPANY**

**CHICAGO 40, ILLINOIS**

**PURCHASER** Erlen Products Company

78N10561

**PAYMASTER SYSTEM NO.**

700 So. Flower St.

Feb. 5/65

Feb. 5/67

**PERIOD OF INDEMNITY**

to

Burbank, California

Bus. & Pers. Accounts

**COVERAGE:**

Forgery of Signature

Change of Payee's Name

Change of Amount

Change of Date

Change of Number

THIS IS TO CERTIFY THAT Lumbermens Mutual Casualty Company have through James S. Kemper Agency, Inc., issued Policy No. F-54,492 to The Paymaster Corporation, manufacturer of The Paymaster Checkwriter and Protector, agreeing to indemnify The Paymaster Corporation against all sums which The Paymaster Corporation shall become obligated to pay by reason of the liability imposed upon The Paymaster Corporation under the Covenant of Indemnity appearing on the reverse side of this Certificate.

**LIMITS OF LIABILITY**—The said policy is limited to an aggregate sum of \$10,000.00 to each Purchaser in respect to any and all sums which The Paymaster Corporation may become obligated to pay under said Covenant of Indemnity.

**PAYMENT OF LOSS**—Said policy provides that said Lumbermens Mutual Casualty Company may, at the option of The Paymaster Corporation pay any loss covered by said policy directly to the purchaser of said Paymaster System.

**TERMINATION**—The insurance provided by said policy in respect to said Covenant of Indemnity is non-cancellable and non-assignable.

**JAMES S. KEMPER AGENCY, INC.**

Resident Agent

## COVENANT OF INDEMNITY

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This Covenant of Indemnity indemnifies the original Purchaser of the Paymaster System referred to on the reverse side of this agreement for the period stated thereon. The Paymaster Corporation warrants that during the period specified the Paymaster System therein numbered shall prevent loss:

- (a) To said Purchaser or his bank (by which shall be understood as the bank on which the Purchaser's check or draft is drawn) resulting from the felonious alteration of the face of any bank check, certified check, draft, trade acceptance or certificate of deposit, provided that such instrument is made or drawn on customary bank checks and that before signature or certification, the exact amount shall be plainly imprinted upon the face thereof by means of a Paymaster Checkwriter and Protector in proper working condition or imprinted by means of said checkwriter and protector elsewhere than upon the face by a bank when certifying a depositor's check after signature and the remainder of the instruments shall be printed, typewritten or written in the proper place by said Purchaser. This policy shall not protect the Assured's bank unless due diligence shall have been used by the Assured's bank in inspecting such checks or drafts or warrants before payment. Losses, if any, hereunder, shall be paid to said Assured or to Assured's bank as their respective interests may appear.
- (b) To said Purchaser resulting from the forgery of the Purchaser's signature as maker of any bank check or draft purporting to have been drawn by said Purchaser, if a Paymaster Checkwriter and Protector in proper working condition is used and if the instrument is drawn in the manner provided in paragraph (a) and is signed or purports to be signed by a person whose signature the Purchaser's bank has been instructed to recognize. Whenever such amounts are not imprinted as above provided, total coverage for either forgery of signature or alteration of the face of the instrument, this indemnity shall be limited to the total sum of One Thousand Dollars (\$1,000.00).

This Covenant of Indemnity is subject to the following terms and conditions:

- (1) It applies only to forgeries or alterations discovered and reported to The Paymaster Corporation as hereinafter provided within 60 days from the date of payment by the bank of the altered or forged instrument.
- (2) It does not cover any forgery or alteration caused or contributed to, directly or indirectly, by the Purchaser, or any officer if Purchaser is a Corporation, or Partner if Purchaser is a Partnership.
- (3) The total limit of liability of The Paymaster Corporation shall not exceed \$10,000.00 in the aggregate in respect to any and all such forgeries or alterations in connection with this Covenant of Indemnity.
- (4) The Purchaser and his bank shall, if required, submit to an examination by the authorized representative of The Paymaster Corporation, all records, books and papers concerning the loss, and the Checkwriter and Protector used, and shall give the Paymaster Corporation all reasonable aid, not pecuniary, in suing for and obtaining reimbursement for any loss, damage or expense which the Purchaser, his bank, or The Paymaster Corporation may suffer or become liable for by reason of such alteration or forgery, and shall assist in securing information and evidence and perform all acts necessary for the criminal prosecution of the person or persons guilty of such alteration or forgery, and execute any and all papers required, and at the time of payment of the loss shall execute a subrogation of rights if requested.
- (5) Notice of any such forgery or alteration must be given by registered mail in writing within the sixty day period referred to above to The Paymaster Corporation at 228 South Wabash Avenue, Chicago 4, Illinois.
- (6) No action or proceeding at law or in equity shall be brought to recover any sum hereunder unless commenced and process served on The Paymaster Corporation within a period of twelve months next after the cause of action for the loss accrues, except that if such limitation is prohibited by the statutes of the state in which the Purchaser is located, such limitation shall be deemed to be amended to conform to such statutes.

The Paymaster Corporation agrees that in the event suit is instituted under this Covenant of Indemnity upon written request by registered mail by the said Purchaser, The Paymaster Corporation will enter a general appearance in any Court of competent jurisdiction in the United States of America.

THE PAYMASTER CORPORATION

P 379613

By F. Behnke  
Secretary

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ERLEN PRODUCTS COMPANY

CERTIFICATE

The undersigned, Frank Card and Vera Reynolds,  
President and Secretary respectively of Erlen Products Company,  
a California corporation, hereby certify that attached hereto  
is a true and correct copy of a Certificate of Good Standing  
for said corporation certified by the Secretary of State of  
California.

IN WITNESS WHEREOF, the undersigned have hereunto  
set their hands and affixed the seal of said corporation this  
19<sup>th</sup> day of April, 1966.

Frank Card  
President

Vera Reynolds  
Secretary

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FRANK M. JORDAN  
SECRETARY OF STATE

Office of the  
Secretary of State

SACRAMENTO

I, FRANK M. JORDAN, Secretary of State of the State of California, hereby certify:

That on the 6th day of January, 1931,  
"Listeral Soap & Chemical Company, Ltd.", now:  
ERLEN PRODUCTS COMPANY

became incorporated under the laws of the State of California by filing its Articles of Incorporation in my office.

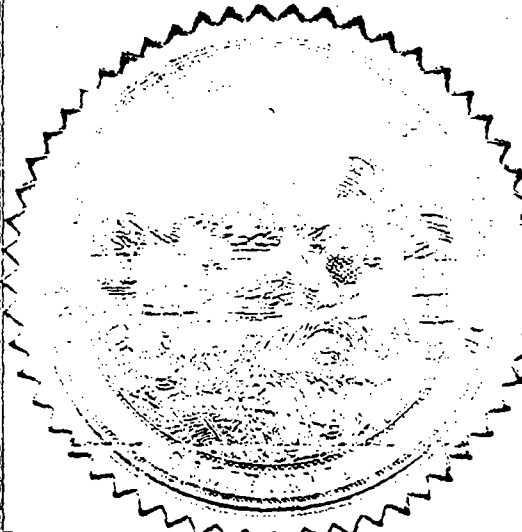
I further certify that said articles were duly recorded and that all documents amendatory and/or supplementary thereto (including agreements of merger, restated articles and certificates of determination of preferences, if any) were filed on the respective dates:

May 23, 1932 Name change to Erlen Soap & Chemical Company.

March 26, 1946 Name change to Erlen Products Company.

I further certify that no record exists in my office of a certificate of winding up and dissolution of said corporation nor of a court decree or order declaring dissolution thereof; that the name of said corporation does not appear as a delinquent taxpayer in any list, report or statement having been transmitted to my office by the Franchise Tax Board to effect suspension under provisions of the Bank and Corporation Tax Law, more particularly Section 23302 of the Revenue and Taxation Code of this State, and

That, according to the records of my office, the said corporation is duly organized, chartered and subsisting, authorized to exercise all its corporate powers, rights and privileges and to transact business in the State of California.



IN WITNESS WHEREOF, I hereunto set  
my hand and affix the Great Seal of the

State of California this 7th day

of April, 1966.

*Frank M. Jordan*  
Secretary of State



# United States Patent Office

3,107,156

Patented Oct. 15, 1963

1

3,107,156

## WATER TREATMENT APPARATUS

Robert W. Fredericks, Bell Gardens, Calif., assignor to Erlen Products Company, Burbank, Calif., a corporation of California

Filed Sept. 28, 1959, Ser. No. 842,664

6 Claims. (Cl. 23-267)

This invention relates to improvements in water treatment apparatus and has for one of its principal objects the provision of a device of the class described which will enable the efficient and practically automatic feeding of dry chemicals into the water systems of atmospheric cooling towers, induced draft cooling towers, boilers, evaporative condensers, heat exchangers, engine jacket cooling equipment and similar apparatus.

One of the important objects of this invention is to prevent the formation and undesirable accumulation of certain minerals which are always present in natural water supplies and which tend to form scale or corrosion.

Another object of the invention is to provide a briquette self-feeder for chemical treatment of water which will remove existing incrustations in such systems.

Another and still further object of the invention is to provide an apparatus and related equipment which will inhibit the growth of bacterial organisms, such as algae and slimes, and which dissolve various oxides of iron and maintain such oxides in the aqueous solution.

Yet another object of the invention is to provide, in a water treatment apparatus, means for retaining the necessary chemicals in a dry state until the actual time of use, wherein much better results are obtained.

Other and further important objects of the invention will be apparent from the disclosures in the accompanying drawings and following specification.

The invention, in a preferred form, is illustrated in the drawings and hereinafter more fully described.

In the drawings:

FIGURE 1 is an elevational view, partly in section and parts broken away, of the feeding device which comprises the essential portion of the water treatment apparatus of this invention.

FIGURE 2 is an enlarged view, also partly in section and partly broken away, of the portion of the structure illustrated in FIGURE 1.

FIGURE 3 is an enlarged section, taken on the plane of the line 3-3 of FIGURE 1, looking in the direction indicated by the arrows, and illustrating a certain assemblage of cooperating indispensable elements.

FIGURE 4 illustrates a slightly modified form of the lower end of the feed tube of this invention.

FIGURE 5 illustrates another modification.

FIGURE 6 is an elevation of one type of briquette used in conjunction with the water treatment apparatus of this invention.

FIGURE 7 illustrates a briquette of a different or variable composition from that shown in FIGURE 6.

FIGURE 8 shows a briquette of smaller size, whereby a lesser quantity of a particular chemical is fed into the system as required or desirable.

FIGURE 9 illustrates a further type of briquette which has a soluble outer film or coating.

As shown in the drawings:

The reference numeral 10 indicates generally a basin, pan, tank or container for an amount of water which forms part of the circulatory system treated in accordance with the method of this invention.

A pipe or inlet conduit 12, having a control valve 14, leads into the tank 10 for supplying a pre-determined amount of water, usually in a continuous operation, and an exit pipe or outlet conduit 16 which includes a siphon

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18, as shown in FIGURE 1, leads out of the tank 10, and the relationship of this exit pipe to the tank is such that water 20 in the container 10 is always maintained at a pre-determined level, as shown.

The incoming water is screened by element 22, and the pipe 12 has a diameter less than half of the diameter of the siphon tube or pipe 16-18 so that when the water enters the reservoir 10, its level will rise to contact the end of a tube 24 which extends into the reservoir 10, as shown in FIGURE 1. The water will continue to rise in the container 10 until such time as the siphon 18 is primed, whereupon the greater diameter of the pipe 16 will act to empty the reservoir 10. When the water level falls to such an extent that the end of the siphon 18 is open to the air, the suction is broken and the siphon loses its prime, ceasing to act. Thereupon, the incoming water, as shown by the arrows 26 in FIGURE 1, will cause the water level 20 to again rise, whereupon the action is repeated. Adjustment of valve 14 increases or decreases the flow of water into the reservoir 10, whereby a carefully regulated control of the above described action is effected.

The tube 24 contains a quantity of briquettes 28, and each tube is preliminarily filled by the manufacturer with a desired or requisite number of briquettes of varying chemical compositions and which are arranged sequentially in order to provide a desired chemical balance in the entire system.

The tube 24 is fitted into a holder which comprises an annulus 30 and a secondary tube 32 (FIGURES 1 and 2). This secondary tube 32 extends downwardly into the tank, container or reservoir 10, as best shown in FIGURE 1, and a screen 34 is fitted across its open end (FIGURE 3). This tube 32, with its holder 30, slides in a cylindrical support 36 mounted on a base 38 on the top of the tank or reservoir 10, and a circular rim 40 is at the top of the cylinder 36 (FIGURE 2). Set screws 42 are in the annulus 30 of the holder or tube 32, whereby the relationship between the holder tube 32, and the cylindrical support 36 may be adjusted with considerable accuracy.

The tube 24 which holds the briquettes 28 is sealed at its lower end with a water soluble, plastic film, such as a polyvinyl alcohol 44, which film rests upon the screen 34 when the tube is dropped into the holder 30-32, and the tube 24 is, itself, disposable and replaceable when the supply of briquettes within the same is exhausted.

When the film 44 is dissolved, the lowermost briquette 28 will be exposed to the dissolving action of the water 20; and, because of the adjustable controls which include the valve 14 and the set screws 42, the rate of feeding and dissolving of the briquettes can be preliminarily regulated so that one tube 24, full of various briquettes in a pre-determined order, will provide sufficient chemicals for any desired length of time, for example, approximately one month.

Referring now to FIGURES 6 to 9, inclusive, it will be noted that the briquette 28a of FIGURE 6 can be of some regular composition, such as polyphosphate, which is essential in such water treatment. The briquette 28b of FIGURE 7 can be of a variable composition which might include a granular anhydrous polyphosphate, a water soluble tannin extract and a metal lignin sulfonate wetting agent. Such a combination provides the necessary and usual polyphosphate, and the tannin material acts with the polyphosphate to retard its reversion rate, and this compound may then be used as a buffer or spacer between acid-type briquettes and chlorine-bearing briquettes since it is well known that acids interfere to a certain extent with the algacide activity of chlorine compounds.

In FIGURE 8, a smaller size briquette 28c is shown, which can be inserted in some regular or pre-determined

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der in the tube 24 by the manufacturer. Such a briquette may comprise benzalkonium chloride in power form and an non-ionic surfactant such as a polyoxyethylene oxide, the combination of which forms into firm briquettes and further acts as an effective algicide with no perceptible odor.

With regard to FIGURE 9, a briquette 28d is shown, which includes a soluble outer film 46, which excludes the air. Such a briquette can be composed of barium hydroxide together with an octyldodecyl amine and a water soluble tannin extract. It is well known that barium hydroxide will extract carbon dioxide from the air to form insoluble barium carbonates. By forming this into briquettes, only the outside surface is exposed to the air so that approximately ninety percent of the barium hydroxide remains in that form. Further, the water soluble film will assist to exclude air. Introduced into boiler feed water, the barium hydroxide will form precipitates of carbonates and sulfates, thus reducing the scale-forming components of boiler feed water.

The fact that quite a number of briquettes can be placed in the tube 24 enables the use of three different dry acids together with acidic binders. The acids may be granular amido sulfonic acid, an hydroxylic acid, such as citric acid and a carboxylic acid, such as formic acid, together with a binder such as zein. This combination is an improvement over inhibited sulfamic acid or hydrochloric acid as its activity is both acidic and solubilizes iron oxides. This combination further controls pH and does not corrode iron or steel.

In FIGURE 4, a modified form of the tube holder is shown, which comprises a cylinder 48, having a series of openings 50, whereby entry of water into the briquettes in the tube 24 is facilitated; and, in FIGURE 5, the lower end of the tube 52 notched, as at 54, to provide openings for ingress of water.

The fact that the briquettes 28, which can include various chemicals, such as amido sulfonic acid, chromates, organic sequestrants, polyphosphates such as tetra-sodium-pyrophosphate, can be arranged by stacking them in a disposable tube which is then placed in the feeder, and whereby the lowest briquette which will be intermittently immersed in water will be dissolved at a rate proportional to the quantity of water, provides a novel and useful feature in this art. As the lowest briquette becomes dissolved, the one immediately above it will automatically drop, allowing the process to continue.

Thereby, the water employed, regardless of its mineral content which obviously varies from place to place and from season to season, will be automatically conditioned in accord with accepted practices by accumulative effect of selected chemicals in proper sequence. Therefore, the user need actually know nothing about the art of water treating. His sole responsibility will be to discard the tube 24 when it is empty and replace it with a new and filled one.

The fact that the disposable tube 28 is closed at one end with a water soluble, plastic film permits the user to insert such a tube into the mechanism without the necessity of removing such a closure. If a non-soluble cap were on the tube, the briquettes would obviously, and very possibly, fall out of the tube and would be broken, and any replacement would be difficult and would also permit possible improper sequential arrangement.

It will be evident that herein is provided a water treatment apparatus which will greatly reduce maintenance expense on boilers, cooling towers, evaporative condensers, and similar equipment, because the briquettes are formed under considerable pressure, whereby they dissolve quite slowly, and the controls on the feeder permit narrow limits of feed water flow, and the disposable tube can be of such a size that it will contain sufficient chemicals for periods of at least thirty days without any attention whatsoever in the interim.

I am aware that many changes may be made and numerous

details of construction varied throughout a wide range without departing from the principles of this invention; and I, therefore, do not propose limiting the patent granted hereon otherwise than as necessitated by the prior art.

I claim as my invention:

1. In water treatment apparatus, the combination of: a reservoir for water; an inlet conduit for supplying a constant flow of water to said reservoir; an outlet conduit larger in capacity than said inlet conduit and including a siphon section adapted to be primed upon filling of said reservoir to a predetermined water level to drain said reservoir to a lower water level; a holder mounted above said reservoir; an elongated, substantially vertically oriented tube supported by said holder for vertical movement and adapted to slidably support a plurality of stacked briquettes of water treatment material; and means for adjusting the height of said tube to dispose the lower end thereof in said reservoir between said predetermined water level and said lower water level whereby the briquette material in the lower end of said tube is automatically intermittently immersed within the water in said reservoir.

2. In water treatment apparatus, the combination of: a reservoir for water; an inlet conduit for supplying a constant flow of water to said reservoir; valve means in said inlet conduit for regulating the rate of water flow there-through; an outlet conduit larger in capacity than said inlet conduit and including a siphon section adapted to be primed upon filling of said reservoir to a predetermined water level to drain said reservoir to a lower water level; a holder mounted above said reservoir; an elongated, substantially vertically oriented tube supported by said holder for vertical movement and adapted to slidably support a plurality of stacked briquettes of water treatment material; and means for adjusting the height of said tube to dispose the lower end thereof in said reservoir between said predetermined water level and said lower water level whereby the briquette material in the lower end of said tube is automatically intermittently immersed within the water in said reservoir.

3. In water treatment apparatus, the combination of: a reservoir for water; an inlet conduit for supplying a constant flow of water to said reservoir; an outlet conduit larger in capacity than said inlet conduit and including a siphon section adapted to be primed upon filling of said reservoir to a predetermined water level to drain said reservoir to a lower water level; a holder mounted above said reservoir; an elongated, substantially vertically oriented tube supported by said holder for vertical movement and adapted to slidably support a plurality of stacked briquettes of water treatment material; a water soluble film across the lower end of said tube whereby the briquettes are retained in said tube upon insertion thereof within said holder, said film being dissolvable upon immersion in the water in said reservoir; and means for adjusting the height of said tube to dispose the lower end thereof in said reservoir between said predetermined water level and said lower water level whereby the briquette material in the lower end of said tube is automatically intermittently immersed within the water in said reservoir.

4. In water treatment apparatus, the combination of: a reservoir for water; an inlet conduit for supplying a constant flow of water to said reservoir; an outlet conduit larger in capacity than said inlet conduit and including a siphon section adapted to be primed upon filling of said reservoir to a predetermined water level to drain said reservoir to a lower water level; a support secured above said reservoir in fixed relationship therewith; an elongated, hollow holder slidably mounted in a substantially vertical position by said support; an apertured element disposed across the lower extremity of said holder; an elongated, substantially vertically oriented tube disposed within said holder upon said apertured element, and adapted to slidably support a plurality of stacked briquettes of water treatment material; and means operative upon said support and said holder for moving said holder rela-

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tive to said support to thereby adjust the height of said tube to dispose the lower end thereof in said reservoir between said predetermined water level and said lower water level whereby the briquette material in the lower end of said tube is automatically intermittently immersed within the water in said reservoir.

5. In water treatment apparatus, the combination of: a reservoir for water; an inlet conduit for supplying a constant flow of water to said reservoir; an outlet conduit larger in capacity than said inlet conduit and including a siphon section adapted to be primed upon filling of said reservoir to a predetermined water level to drain said reservoir to a lower water level; a support secured above said reservoir in fixed relationship therewith; an elongated hollow holder slidably mounted in a substantially vertical position by said support; an apertured element disposed across the lower extremity of said holder; an elongated, substantially vertically oriented tube disposed within said holder upon said apertured element, and adapted to slidably support a plurality of stacked briquettes of water treatment material; a water soluble film across the lower end of said tube whereby the briquettes are retained in said tube upon insertion thereof within said holder, said film being dissolvable upon immersion in the water in said reservoir; and means operative upon said support and said holder for moving said holder relative to said support to thereby adjust the height of said tube to dispose the lower end thereof in said reservoir between said predetermined water level and said lower water level whereby the briquette material in the lower end of said tube is automatically intermittently immersed within the water in said reservoir.

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6. In water treatment apparatus, the combination of: a reservoir for water; an inlet conduit for supplying a constant flow of water to said reservoir; an outlet conduit larger in capacity than said inlet conduit and including a siphon section adapted to be primed upon filling of said reservoir to a predetermined water level to drain said reservoir to a lower water level; a holder mounted above said reservoir; an elongated, substantially vertically oriented tube supported by said holder for vertical movement; a plurality of stacked briquettes of water treatment material slidably disposed within said tube, said briquettes including acid-type briquettes, chlorine-bearing briquettes, and buffer briquettes including polyphosphate and tannin extract, said buffer briquettes being disposed between adjacent ones of said acid-type and chlorine-bearing briquettes to prevent chemical interaction therebetween; and means for adjusting the height of said tube to dispose the lower end thereof in said reservoir between said predetermined water level and said lower water level whereby the briquette material in the lower end of said tube is automatically intermittently immersed within the water in said reservoir.

## References Cited in the file of this patent

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2,471,158	Livingstone	May 24, 1949
2,546,317	Prezer	Mar. 27, 1951
2,761,562	Moody	Sept. 4, 1956
2,841,572	McMahon	July 1, 1958
2,880,076	Kircher et al.	Mar. 31, 1959

UNITED STATES Patent Office

746,608  
Registered Mar. 12, 1963

PRINCIPAL REGISTER  
Trademark

Ser. No. 140,114, filed Mar. 19, 1962

*Chemicator*

Chem Products Company (California corporation)  
30 S. Flower St.  
Arbuckle, Calif.

For: DEVICE FOR THE AUTOMATIC CHEMICAL  
TREATMENT OF HEAT EXCHANGE WATER, in  
CLASS 31.  
First use Feb. 16, 1960; in commerce May 20, 1960.

429

UNITED STATES PATENT OFFICE

Registered Oct. 5, 1954

596,544

SUPPLEMENTAL REGISTER  
Trade-Mark

Ser. No. 627,329, filed Dec. 28, 1953

sta·nu

Dien Products Company (California corporation), also operating as Sta-Nu Products Co.  
100 South Flower St.  
Burbank, Calif.

For: CLEANERS AND POLISHERS FOR  
STAINLESS STEEL, WOOD-WORK, FLOORS,  
WALLS, FURNITURE, KITCHEN UTENSILS,  
AND GLASSWARE, in CLASS 62.

First used Feb. 15, 1952, and in commerce Feb.  
15, 1952.

VAN WATERS & ROGERS, INC.  
CHEMICAL DEPARTMENT

1050 BONNIE BEACH PLACE  
LOS ANGELES, CALIFORNIA 90054  
PHONE 269-9311

CONTRACT

Chemicals for Industry  
since 1888

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VAN WATERS & ROGERS, INC., CHEMICAL DEPARTMENT, hereinafter called the Seller, agrees to sell and deliver to

Erlen Products Company, 700 South Flower Street, Burbank, California

hereinafter called the Buyer, and said Buyer agrees to purchase and receive from said Seller the material herein described during the

period from January 1, 1966 to December 31, 1966

subject to the terms and conditions shown below and upon the reverse side hereof.

MATERIAL SODIUM BISULFATE, Globular Technical - DuPont "G.B.S."

QUANTITY 100,000 lbs.

PACKING Drums, inclusive, 400 lbs. net

PRICE For shipment out of Seller's Los Angeles Warehouses: 10 Tons minimum and up to 20 Tons, \$4.10 per C.lbs., plus freight factor equal to the current Newark, California to Los Angeles, California cost of transportation.

FOB: Burbank, California

For shipment from Cleveland, Ohio direct to Buyer's rail spur Burbank, California. Rail Car - 20 Tons minimum: \$48.66 per Ton.

FOB: Cleveland, Ohio

TERMS: Net 10th Prox.

DELIVERY

REMARKS

Deliveries are to be made in approximately uniform installments over period specified. This contract, signed in duplicate, is not valid unless countersigned by Seller. This contract shall be null and void unless signed by Buyer and returned to Seller by

Date Executed 1-6 19 66

(Buyer) ERLEN PRODUCTS CO.  
700 S. FLOWER ST.  
BURBANK, CALIF.

Date Executed 1-6 19 66

(Seller) VAN WATERS & ROGERS, INC.  
CHEMICAL DEPARTMENT

Fred H. K...

XERO COPY  
VAN WATERS & ROGERS, INC.  
CHEMICAL DEPARTMENT  
1803 SO. BONNIE BEACH PLACE  
LOS ANGELES, CALIFORNIA 90034  
PHONE 269-9311

XERO COPY  
CONTRACT  
*Chemicals for Industry*  
since 1888

470

VAN WATERS & ROGERS, INC., CHEMICAL DEPARTMENT, hereinafter called the Seller, agrees to sell and deliver to  
Erlen Products Company, 700 South Flower Street, Burbank, California  
hereinafter called the Buyer, and said Buyer agrees to purchase and receive from said Seller the material herein described during the  
period: from January 1, 1966 to December 31, 1966  
subject to the terms and conditions shown below and upon the reverse side hereof.

MATERIAL	DuPont SULFAMIC ACID		
QUANTITY	150,000 lbs.		
PACKING	Drums, inclusive	<u>Crystal X</u> 425 lbs. net	<u>Granular</u> 400 lbs. net
PRICE	5 Ton minimum shipment	\$18.45 per C lbs.	\$16.95 per C lbs.

FOB: Burbank, California

TERMS: Net 10th Prox.

DELIVERY

REMARKS

Crystal and Granular may be combined to make up minimum 5 Ton shipment.

Deliveries are to be made in approximately uniform installments over period specified. This contract, signed in duplicate, is not valid unless countersigned by Seller. This contract shall be null and void unless signed by Buyer and returned to Seller by

Date Executed 1-6 1966  
(Buyer) ERLEN PRODUCTS CO.  
700 S. FLOWER ST.  
By BURBANK, CALIF.

Date Executed 1-6 1966  
(Seller) VAN WATERS & ROGERS, INC.  
CHEMICAL DEPARTMENT  
By Paul H. Knecht

VAN WATERS & ROGERS, INC.  
CHEMICAL DEPARTMENT

1363 SO. BONNIE BEACH PLACE  
LOS ANGELES, CALIFORNIA 90054  
PHONE 269-9311

CONTRACT

Chemicals for Industry  
since 1888

471

VAN WATERS & ROGERS, INC., CHEMICAL DEPARTMENT, hereinafter called the Seller, agrees to sell and deliver to  
Erlen Products Company, 700 South Flower Street, Burbank, California  
hereinafter called the Buyer, and said Buyer agrees to purchase and receive from said Seller the material herein described during the  
period: from January 1, 1966 to December 31, 1966  
subject to the terms and conditions shown below and upon the reverse side hereof.

MATERIAL	DOWICIDE G BEADS	
QUANTITY	8000 lbs.	
PACKING	Drums, inclusive, 100 lbs. net each*	
PRICE	1 - 19 drums	38½ cents per lb.
	20 or more drums	32 cents per lb.
	10 Ton Truckload	28½ cents per lb.

FOB: Burbank, California

\*Packed in 50 lb. bags - deduct 1 cent per lb. in all weight brackets.

TERMS: Net 10th Prox.

DELIVERY

REMARKS

10 Ton Mixed Truckloads must include a minimum of 2000 lbs. of Dowicide G Beads to obtain the Truckload price.  
Orders for Dowicide, Dowanols, Versenols, Ethanolamines, Perchloroethylene and certain other items of Seller's choice may be combined to make up mixed truckload quantities.

Deliveries are to be made in approximately uniform installments over period specified. This contract, signed in duplicate, is not valid unless countersigned by Seller. This contract shall be null and void unless signed by Buyer and returned to Seller by

Date Executed 1-6 19 66  
(Buyer) ERLEN PRODUCTS CO.  
700 S. FLOWER ST.  
BURBANK, CALIF.  
By [Signature]

Date Executed 1-6 19 66  
(Seller) VAN WATERS & ROGERS, INC.  
CHEMICAL DEPARTMENT  
By [Signature]



14.4.19

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### CONDITIONS

During the period covered by this contract, Buyer can purchase material of equal quality and quantity, and for a like use from a source located within the United States at lower prices than specified herein; Seller and from month to month upon presentation of a statement in accordance therewith, either meet said lower prices during the time in which they continue to be lower or permit Buyer to purchase the entire quantity desired at such time. Quantities so purchased shall be deducted from the quantity otherwise deliverable hereunder.

g. Where in the opinion of Seller there is a period of shortage of supply of said material for any reason, Seller may allocate its available supply among any or all of its various customers upon such basis as it deems fair and practicable with no liability on its part for the allocation of any portion thereof to any customer specified.

1. Seller may notify Buyer in writing, during the last fifteen days of March, June, September and December of its desire to adjust the price of the Contract to be delivered during the next succeeding quarterly periods; Seller may make this notification with respect to any one or more of the quarterly periods of any quarterly period preceding the first delivery date under this contract to adjust the price for the next succeeding quarterly period. It shall not be a valid written notice of its objection thereto unless Seller within the aforesaid time limit, in receipt of a receipt of its notification, has duly informed and agreed to by Buyer. However, if Buyer shall receive notice of its objection to such Seller within the specified time and its price shall fail to agree upon an adjustment, either there shall be no adjustment of the Seller's option, Seller shall be a contract to deliver the goods and deliver and the Buyer shall be relieved from its obligation to accept delivery for the quarterly periods required to be delivered as provided for the quarter and succeeding the month in which the Seller shall give such notice.

the reserves the right to change the foregoing price adjustment provision from a calendar quarterly basis to a calendar monthly basis. It shall be done in writing, during the last fifteen (15) days of March, June, September and December. If such a change is made, a new calendar, then the prices herein may be adjusted by the Seller as of the beginning of every calendar month by an additional 10% or 15% 10 days prior to the beginning of any calendar month.

4. If Seller shall be unable, by reason of any governmental action, either or law, to sell the materials at the price, he has offered, he may, at his option, establish under the provisions of paragraph 3) aforesaid, Seller may terminate the contract of purchase and

1. The order of the Board of Contract shall be made in final court of the United States of the office of order.

1. The right to transfer payments of any nature to the seller shall become qualified as to buyers and creditors of the seller only in the event the transfer is made in the form of cash or negotiable security.

2. If original containers used in conversion and delivery of materials shall remain the property of Seller, but may be used by Buyer for a limited range of original contents and shall be returned to Seller in good condition within thirty days of delivery or prior to the expiration of the term of performance of this obligation. Buyer shall pay a deposit, without interest, at the time of payment for the materials, and the deposit for each container, month and deposit shall be credited to Buyer's account upon return of the containers to Seller. If the containers are not returned within the time limits of the return is not made as aforesaid, Seller may reject the containers used and may sue for the value of the containers.

General delivery of merchandise shall be shipped in tank cars furnished by Seller. Buyer shall deliver to Seller, at the time of shipment, a bill of lading receipted for by the carrier, and a copy of the bill of lading receipted for by the carrier.

2. Seller makes no warranty of any kind whatsoever, either express or implied, except the warranty that the material is what the Seller has represented. Buyer assumes complete responsibility for and agrees to hold Seller and its officers and employees harmless from all claims for loss of property and injury to or death of persons arising out of the handling, storage or use of and, including, the material. Seller is not a warehouseman or bailee of Buyer, whether or not sold materials are handled, stored or used singly or in combination with other materials. Seller does not guarantee that materials shall be free from patent infringements.

It is hereby acknowledged that the Seller shall not be liable for any failure to perform this agreement where such failure is due to circumstances beyond the control of the Seller, such as acts of God, fire, flood, war, governmental action, accident, labor trouble, and inability to obtain material and services.

*Prices herein specified are based upon current taxes (other than sales taxes), freight rates, internal revenue charges, and other charges, and import duties, may increase or decrease resulting from changes in the above said or from, even if shipment is made prior to the date of the contract. Further, buyer shall reimburse Seller for all taxes or other charges which Seller shall be required to pay, including but not limited to, government excise tax, production, or transportation of materials. All worldwide insurance, handling charges, and costs of loading or warehousing, together with any increases over current rates of marking or on a lot basis, shall be paid by the Buyer.*

any claim such claim is made, Seller's failure to give written notice of a claim within ten days from date of delivery shall constitute acceptance of the goods and the claim in respect of such material.

10. The obligation of Seller to deliver material shall be deemed fulfilled when it has delivered same in good faith and to carrier or to the consignee, or to the agent of Buyer.

1. The following shall govern:

2. Seller warrants that 15th day of each month, Buyer shall furnish Seller's shipping instructions in writing for the goods to be shipped in the following month. Seller reserves the right to ship in any month a pro rata amount only of the total quantity of goods ordered in a given month. If Buyer shall fail to furnish said instructions for any given month, Seller may either (a) postpone shipment of the material for the succeeding calendar month, or include said material in subsequent shipments of goods to be shipped during the calendar period for each delivery.

Types shall not be made by right or delegate in Japan under this contract, in whole or in part, without prior written consent of the licensor.

It is to be understood that no order shall pass to order upon Seller's delivery to carrier at shipping point.

Notwithstanding to whom the entire contract of sale and purchase between the parties for the purchase and sale of the goods is made, the parties agree, except by an instrument in writing, signed by the parties to be bound by the terms of the contract, that the acceptance or acknowledgment of purchase order forms containing provisions identical to those of this purchase order is binding on all parties.

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CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

ERLEN PRODUCTS COMPANY

INTO

UNIVERSAL OIL PRODUCTS COMPANY

ENDORSED  
FILED  
In the office of the Secretary of State  
of the State of California  
APR 29 1966  
FRANK M. JORDAN, Secretary of State  
By Bill Holden  
Deputy

Universal Oil Products Company, a corporation organized  
and existing under the laws of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on the  
21st day of October, 1958, pursuant to the General Corporation Law  
of the State of Delaware.

SECOND: That this corporation owns all of the outstanding  
shares of the stock of Erlen Products Company, a corporation in-  
corporated on the 6th day of January, 1931, pursuant to the Corp-  
oration Law of the State of California.

THIRD: That this corporation, by the following resolu-  
tions of its Board of Directors, duly adopted at a meeting held on  
the 26th day of April, 1966, determined to and did merge into itself  
said Erlen Products Company:

WHEREAS, this corporation lawfully owns all of the stock  
of Erlen Products Company, a California corporation, and  
desires to merge said Erlen Products Company, and to be  
possessed of all the estate, property, rights, privileges  
and franchises of said corporation;

NOW, THEREFORE, BE IT RESOLVED, that Universal Oil Products  
Company merge, and it hereby does merge into itself, said  
Erlen Products Company, and assumes all obligations of  
said Erlen Products Company outstanding as of the effective  
date of said merger; and

FURTHER RESOLVED, that said merger shall become effective  
on April 30, 1966; and

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FURTHER RESOLVED, that the proper officers of this corporation be, and they hereby are, directed to make and execute under the corporate seal of this corporation a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge said Erlen Products Company and assume its liabilities and obligations, and the date of adoption thereof, and to cause the same to be filed, in the manner provided by law, and to do all acts and things whatsoever, whether within or without the States of Delaware and California, which may be in anyway necessary or proper to effect said merger.

FOURTH: That in effecting said merger, no shares of Universal Oil Products Company shall be issued and the shares of Erlen Products Company will be cancelled; nor will any change be effected in the Articles of Incorporation or By-Laws of Universal Oil Products Company.

IN WITNESS WHEREOF, said Universal Oil Products Company has caused its corporate seal to be affixed and this certificate to be signed by Emanuel Poons, its President, and Stanley R. Wilson, its Secretary , this 26th day of April A. D. 1966.

UNIVERSAL OIL PRODUCTS COMPANY

By



President

By



Secretary

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STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

BE IT REMEMBERED that on this 26th day of April A. D. 1966, personally came before me, *Mary Jane Shoup*, a Notary Public in and for the County and State aforesaid Emanuel Poons, President of Universal Oil Products Company, a corporation of the State of Delaware, the corporation described in and which executed the foregoing certificate, known to me personally to be such, and he, the said Emanuel Poons as such President, duly executed said certificate before me and acknowledged the said certificate to be his act and deed and the act and deed of said corporation; that the signatures of the said President and of the Secretary of said corporation to said foregoing certificate are in the handwriting of the said President and Secretary of said corporation respectively, and that the seal affixed to said certificate is the common or corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

*Mary Jane Shoup*  
Notary Public  
MY COMMISSION EXPIRES  
NOVEMBER 23, 1968

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# Office of Secretary of State

*J. Elisha C. Dukes, Secretary of State of the State of Delaware,*  
do hereby certify that the above and foregoing is a true and correct copy of  
Certificate of Ownership of the "UNIVERSAL OIL PRODUCTS COMPANY", a  
corporation organized and existing under the laws of the State of  
Delaware, merging the "ERLEN PRODUCTS COMPANY", a corporation organized  
and existing under the laws of the State of California, pursuant to  
Section 253 of the General Corporation Law of the State of Delaware,  
as received and filed in this office the twenty-eighth day of April,  
A.D. 1966, at 8:30 o'clock A.M.

In Testimony Whereof, I have hereunto set my hand  
and official seal at Dover this twenty-eighth day  
of April in the year of our Lord  
one thousand nine hundred and sixty-six.

*Elisha C. Dukes*

Secretary of State

2166-06143

### **APPENDIX 3**

CC: R.H. Pincay

cc: JStearns, JSchaefer



RECEIVED

FEB 26 1975

interoffice correspondence

R. L. MELROY

cc: MUK

date February 25, 1975

to R. Melroy unit Legal

from D. Hansen unit Acquisitions

subject VALUATIONS FOR TITLE INSURANCE PURPOSES - WATER SERVICES DIVESTMENT

The attached information is for purposes of title insurance on the land and buildings of our Water Services Division as requested by you yesterday.

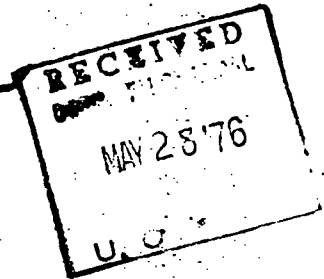
UOP owns 0.91 acre at 700-710 South Flower St., Burbank, California. It appears that a valuation of \$125,000-\$150,000 should be used for title insurance purposes.

There are 21,270 sq. ft. of buildings at the above location. For purposes of title insurance, it appears that a current market valuation of \$175,000-\$200,000 should be considered.

A copy of this memorandum and the attachments is being supplied UOP Realty for its information and inputs.

DDH/kq  
attachments

*D. Hansen*  
D. Hansen



\$150,000  
\$200,000

*Rod*

for your use in obtaining  
the title policy.  
also the Company name of the  
purchaser is  
Economics Laboratory, Inc.  
a Delaware Corporation

*R.H. Pincay*  
2/26/75

FOR

UNIVERSAL OIL PRODUCTS COMPANY AND  
ITS SUBSIDIARIES AND AFFILIATES

UOP WATER SERVICES DIVISION

BURBANK, CALIFORNIA

FROM

PROTECTION MUTUAL INSURANCE COMPANY

PARK RIDGE, ILLINOIS

**Mutual  
System**

**Factory Mutual Engineering**

Appraisal Department  
1151 Boston-Providence Turnpike  
Norwood, Massachusetts 02062

INDEX NO. 76683.14  
AUGUST 13, 1973  
(VISITED APRIL 3, 1973)

BUILDING INDEX 577

EQUIPMENT INDEX 51

REPLACEMENT VALUES

DEPRECIATED VALUES

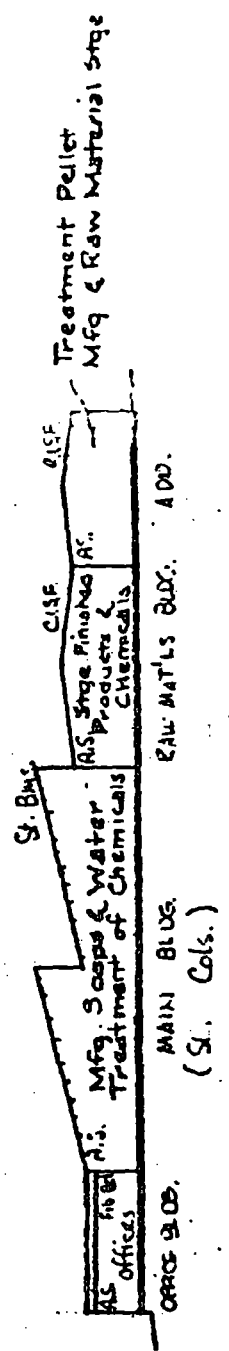
	BUILDING	CONTENTS	TOTAL BUILDING & CONTENTS	BUILDING	CONTENTS	TOTAL BUILDING & CONTENT
OFFICE BUILDING	44000	15000	59000	35200	10500	45700
MAIN BUILDING	105000	117500	222500	78750	75410	154160
RAW MATERIAL BUILDING	34000	6200	40200	31280	3720	35000
ADDITION	28000	68200	96200	27720	46860	74580
SHED	500		500	425		425
YARD		13800	13800		8065	8065
FENCE	1700		1700	1530		1530
	213200S	220700S	433900S	174905S	144555S	319460
STOCK AND SUPPLIES DECEMBER 1972		162021	162021		162021	162021
	213200T	382721T	595921T	174905T	306576T	481481

NOTE: THIS SUMMARY IS FOR ESTIMATING AMOUNT OF LIABILITY TO BE CARRIED.  
VALUES FOR UNINSURABLE PORTIONS ARE NOT INCLUDED.  
THE FIGURES ARE NOT BINDING ON ASSURED OR COMPANY IN CASE OF LOSS.

JAMES R. WILLIAMS, APPRAISER



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UNIVERSAL OIL PRODUCTS COMPANY (WATER SERVICES DIVISION)  
Burbank, Calif.

For Reg Rept of I. M. Nibur  
Dated April 17, 1972

Scale: 1 in. = 50 ft.

	<u>AREA</u>	
Mfg. Bldg. (Main)	10,000	Sq. Ft.
Raw Matl. Bldg.	4,750	
Addition	<u>3,800</u>	
Subtotal	18,550	
Office Bldg.	<u>2,520</u>	
Shed	21,070	Sq. Ft.
Land	<u>21,200</u>	
	0.91	ACRES

Scale: 1 in. = 50 ft.

Land

$$40,510 \text{ sq. ft.} \times \$3\frac{1}{4} \text{ / sq. ft.} = \$121,830$$

(Calc.)  
Local realtor gave  
Tom Hunsaker this  
figure about a year  
ago.

12-31-74 Balance sheet amount for Land = \$110,207  
and Land Improvements

Accordingly, estimate current market value  
of the land for title insurance purposes to be  
\$125,000 - \$150,000

Buildings

$$21,270 \text{ sq. ft.} \times \$8 = \$170,160 \quad \text{market value}$$

\$6-8 / sq. ft. < than the Tom Hunsaker about  
a year ago by local (Calc.) realtor

Replacement value of buildings  
from 8-13-73 appraisal of  
Factory Mutual Engineering (our  
insurer) = \$213,200

Depreciated value (FME also) 8-13-73 = 174,905

Accordingly, estimate current market value  
of the buildings for title insurance  
purposes to be \$175,000 - \$200,000.



MAP  
SHOWING SUBDIVISION OF  
RANCHO  
PROVIDENCIA  
AND  
SCOTT  
TRACT

resurveyed and replatted at request of the  
PROVIDENCIA  
LAND WATER AND DEVELOPMENT CO.

By V. J. Rowan  
Surveyor

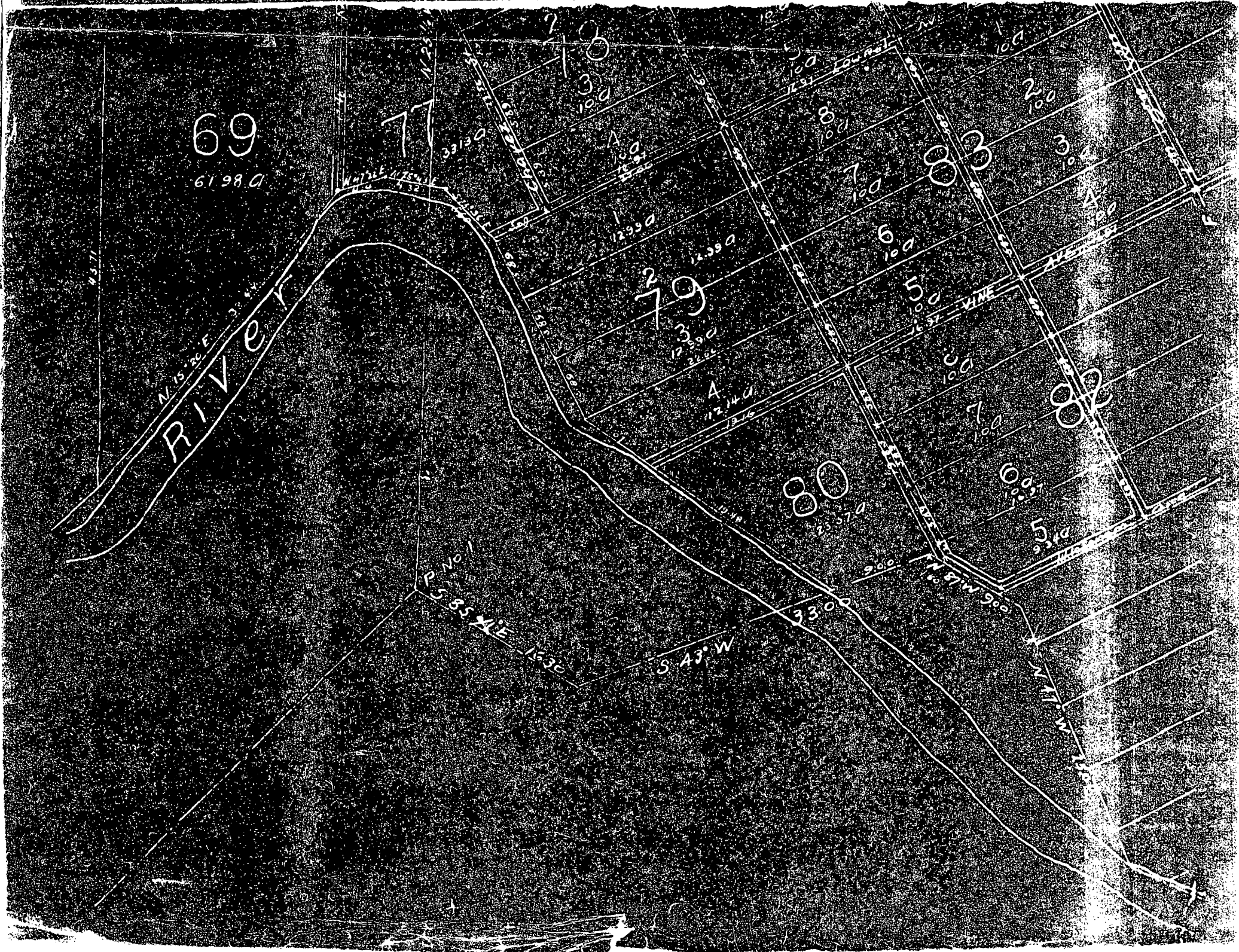
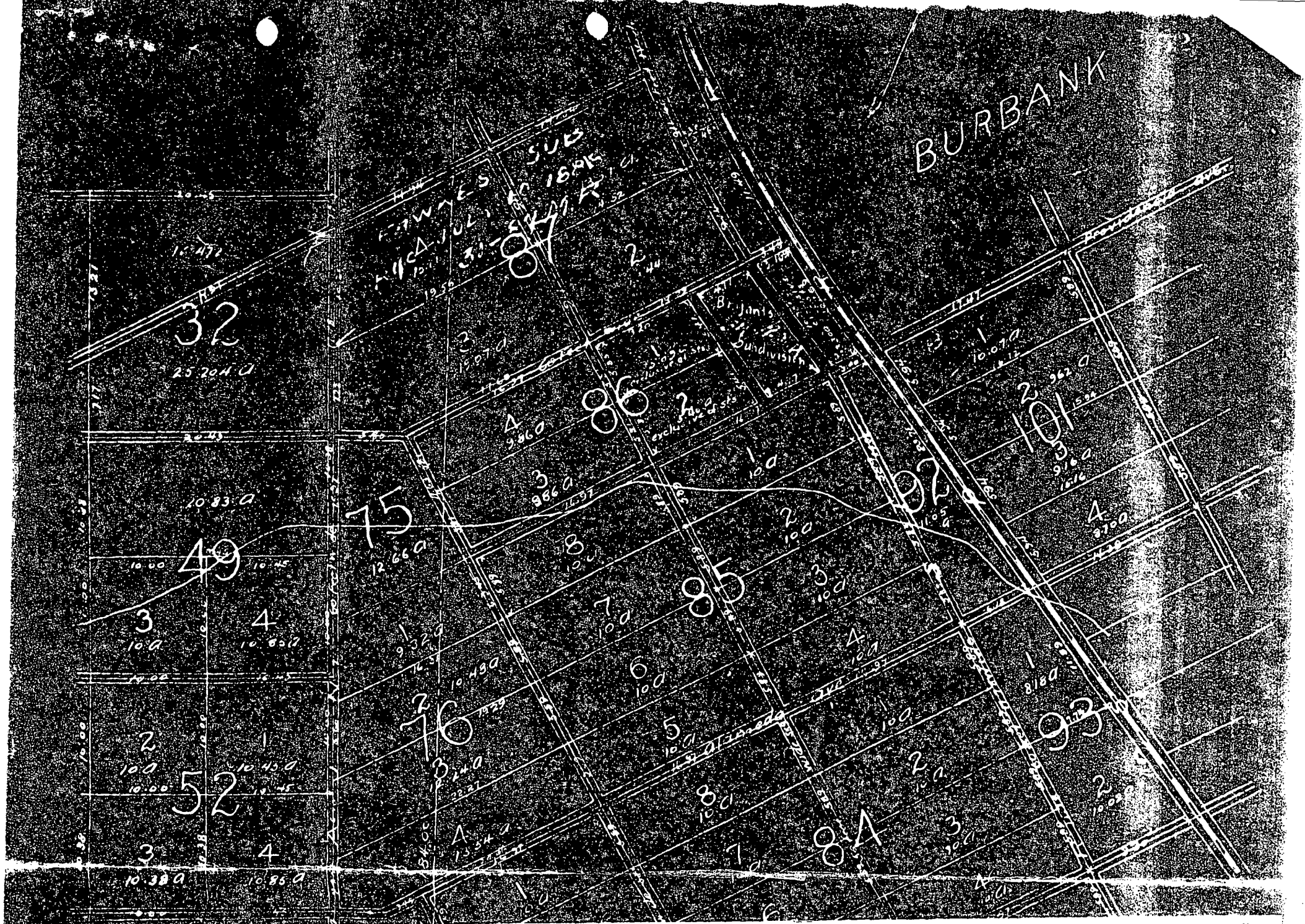
SCALE 8 CHAINS TO ONE INCH

*Note*

This map is compiled from a map showing  
Subdivision of Rancho Providencia & Scott  
Tract recorded in Book 17 at pages 15, 16, 17, 18  
Miscellaneous Records of Los Angeles County,  
California, and surveys made during November  
1891 by V. J. Rowan, a plat of the same having been  
filed in the office of the County recorder of said  
County. Subdivision and street lines not on the  
above mentioned maps have been plotted un-  
der instructions and by order of the Providencia  
Land Water and Development Co.

All areas are calculated to the center of  
streets up to and along which measurements  
are taken except where noted. The letter A  
is used on map as an abbreviation for  
the word acres. All distances are in chains  
except where noted.





**PARTIALLY SCANNED  
OVERSIZE ITEM(S)**

See document # 2203100  
for partially scanned image(s).

For complete hardcopy version of the oversize document  
contact the Region IX Superfund Records Center

## **APPENDIX 4**



NOV 15 1986

*Yahel F. F. F.*  
SECRETARY OF STATE

CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION

\* \* \* \* \*

UOP Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the board, the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of UOP Inc. be amended by changing the First Article thereof so that, as amended, said Article shall be and read as follows:

"The name of the corporation is:

EMS Holdings Inc.

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of sections 242 and 228 of the General Corporation Law of the State of Delaware



IN WITNESS WHEREOF, said UOP INC. has caused this  
certificate to be signed by John F. Pittas, its President  
and attested by Michael Van de Kerckhove, its Secretary,  
this 15th day of November, 1988.

UOP INC.

By   
John F. Pittas  
President

ATTEST:

By   
Michael Van de Kerckhove  
Secretary

RECEIVED FOR RECORD

STATE OF DELAWARE

OFFICE OF SECRETARY OF STATE

I, MICHAEL HARKINS, Secretary of State of the State of Delaware, do hereby certify that the Certificate of Incorporation of the "UNIVERSAL OIL PROCESSES, INC.", was received and filed in this office the twenty-first day of October, A.D. 1958, at 9 o'clock A.M.

And I do hereby further certify that the said "UNIVERSAL OIL PROCESSES, INC.", filed a Certificate of Amendment, on the twenty-ninth day of January, A.D. 1959, at 10 o'clock A.M.

And I do hereby further certify that the said "UNIVERSAL OIL PROCESSES, INC.", filed a Certificate of Ownership, changing its corporate title to "UNIVERSAL OIL PRODUCTS COMPANY", on the eleventh day of February, A.D. 1959, at 11 o'clock A.M.

And I do hereby further certify that the said "UNIVERSAL OIL PRODUCTS COMPANY", filed a Certificate of Ownership, on the thirty-first day of January, A.D. 1961, at 10 o'clock A.M.

And I do hereby further certify that the said "UNIVERSAL OIL PRODUCTS COMPANY", filed a Certificate of Amendment, on the fourth day of June, A.D. 1962, at 10 o'clock A.M.

And I do hereby further certify that the said "UNIVERSAL OIL PRODUCTS COMPANY", filed a Certificate of Ownership, on the sixteenth day of November, A.D. 1962, at 3:30 o'clock P.M.

And I do hereby further certify that the said "UNIVERSAL OIL PRODUCTS COMPANY", filed a Certificate of Ownership, on the second day of January, A.D. 1963, at 10 o'clock A.M.

And I do hereby further certify that the said "UNIVERSAL OIL PRODUCTS COMPANY", filed a Certificate of Ownership, on the second day of January, A.D. 1963, at 10 o'clock A.M.

And I do hereby further certify that the said "UNIVERSAL OIL PRODUCTS COMPANY", filed a Certificate of Ownership, on the twenty-ninth day of March, A.D. 1963, at 3 o'clock P.M.

And I do hereby further certify that the said "UNIVERSAL OIL PRODUCTS COMPANY", filed a Certificate of Ownership, on the thirty-first day of July, A.D. 1964, at 10 o'clock A.M.

And I do hereby further certify that the said "UNIVERSAL OIL PRODUCTS COMPANY", filed a Certificate of Ownership, on the twenty-fifth day of March, A.D. 1966, at 10 o'clock A.M.

And I do hereby further certify that the said "UNIVERSAL OIL PRODUCTS COMPANY", filed a Certificate of Ownership, on the twenty-eighth day of April, A.D. 1966, at 8:30 o'clock A.M.

And I do hereby further certify that the said "UNIVERSAL OIL PRODUCTS COMPANY", filed a Certificate of Agreement of Merger, on the thirtieth day of September, A.D. 1966, at 10 o'clock A.M.

And I do hereby further certify that the said "UNIVERSAL OIL PRODUCTS COMPANY", filed a Certificate of Ownership, on the thirtieth day of September, A.D. 1966, at 1 o'clock P.M.

And I do hereby further certify that the said "UNIVERSAL OIL PRODUCTS COMPANY", filed a Certificate of Ownership, on the thirtieth day of September, A.D. 1966, at 1 o'clock P.M.

And I do hereby further certify that the said "UNIVERSAL OIL PRODUCTS COMPANY", filed a Certificate of Amendment, on the nineteenth day of May, A.D. 1967, at 10 o'clock A.M.

And I do hereby further certify that the said "UNIVERSAL OIL PRODUCTS COMPANY", filed a Certificate of Agreement of Merger, on the thirtieth day of April, A.D. 1968, at 12:05 o'clock P.M.

And I do hereby further certify that the said "UNIVERSAL OIL PRODUCTS COMPANY", filed a Certificate of Amendment, on the fourteenth day of May, A.D. 1968, at 3:35 o'clock P.M.

And I do hereby further certify that the said "UNIVERSAL OIL PRODUCTS COMPANY", filed a Certificate of Ownership, on the nineteenth day of December, A.D. 1968, at 1 o'clock P.M.

And I do hereby further certify that the said "UNIVERSAL OIL PRODUCTS COMPANY", filed a Certificate of Amendment, on the nineteenth day of May, A.D. 1969, at 10 o'clock A.M.

And I do hereby further certify that the said "UNIVERSAL OIL PRODUCTS COMPANY", filed a Certificate of Ownership, on the twenty-ninth day of December, A.D. 1969, at 10 o'clock A.M.

And I do hereby further certify that the said "UNIVERSAL OIL PRODUCTS COMPANY", filed a Certificate of Ownership, on the seventeenth day of December, A.D. 1970, at 10 o'clock A.M.

And I do hereby further certify that the said "UNIVERSAL OIL PRODUCTS COMPANY", filed a Certificate of Amendment, changing its corporate title to "UOP Inc.", on the fifteenth day of July, A.D. 1975, at 1:15 o'clock P.M.

And I do hereby further certify that the said "UOP Inc.", filed a Certificate of Agreement of Merger, on the twenty-sixth day of May, A.D. 1978, at 12:55 o'clock P.M.

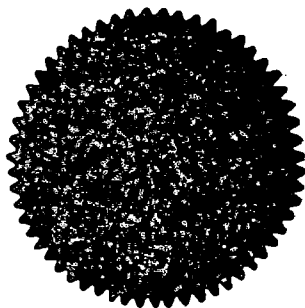
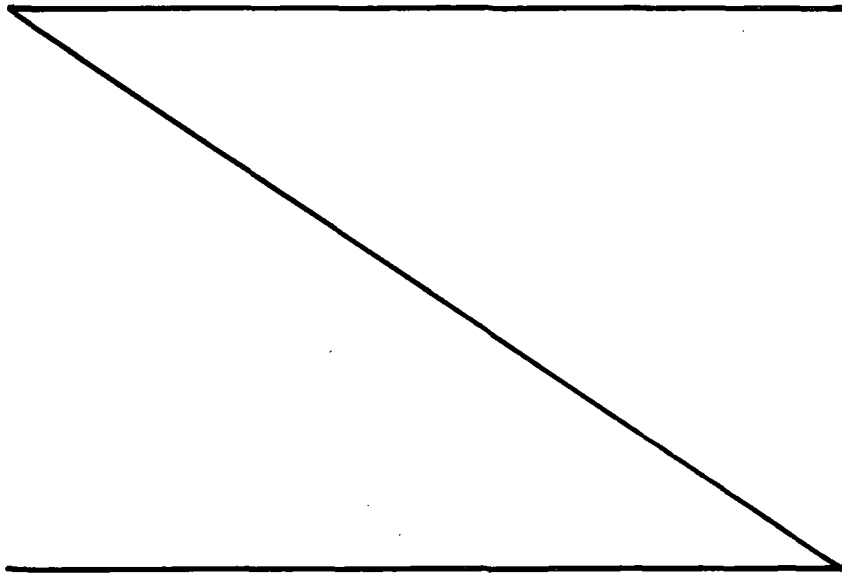
And I do hereby further certify that a Certificate of Change of Location of Registered Office of the companies represented by "The Corporation Trust Company", as it applies to "UOP Inc.", was received and filed in this office the twenty-seventh day of July, A.D. 1984, at 4:30 o'clock P.M.

And I do hereby further certify that the aforesaid Certificates are the only Certificates on record of the aforesaid Corporation.

And I do hereby further certify that the aforesaid Corporation is duly incorporated under the laws of the State of Delaware and is in good standing and has a legal corporate existence not having been cancelled or dissolved so far as the records of this office show and is duly authorized to transact business.

And I do hereby further certify that the Annual Reports have been filed to date.

IN TESTIMONY WHEREOF, I have hereunto set my hand  
and official seal at Dover this third  
day of June in the year of our Lord one  
thousand nine hundred and eighty-eight.



*Michael Harkins*  
Michael Harkins, Secretary of State